

CHRISTOPHER P. BURKE, ESQ.  
Nevada Bar No.: 004093  
atty@cburke.lvcoxmail.com  
218 S. Maryland Pkwy.  
Las Vegas, Nevada 89101  
(702) 385-7987  
Attorney for Debtor

**ECF Filed On 4/23/21**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In Re:

MELANI SCHULTE and  
WILLIAM R. SCHULTE,

2704 SATTLEY LLC,  
HOT ENDEAVOR LLC,  
1341 MINUET LLC,  
1708 PLATO PICO LLC,  
2228 WARM WALNUT LLC,  
9425 VALLEY HILLS LLC,  
9500 ASPEN GLOW LLC,  
5218 MISTY MORNING LLC,  
CHERISH LLC,  
SABRECO INC.,  
KEEP SAFE LLC,

Debtors.

Case No. 09-29123-MKN

Chapter 11

Jointly Administered with:

09-31585- MKN  
09-27238- MKN  
09-27909- MKN  
09-27910- MKN  
09-27911- MKN  
09-27912- MKN  
09-27913- MKN  
09-27914- MKN  
09-27916- MKN  
09-28513- MKN  
09-31584- MKN

Date: May 26, 2021

Time: 9:30 a.m.

**MOTION FOR CONTEMPT FOR VIOLATION OF THE AUTOMATIC STAY  
AND DISCHARGE INJUNCTION, FAILING TO COMPLY WITH A COURT  
ORDER AND THE CONFIRMED PLAN AND FOR DAMAGES INCLUDING  
ATTORNEYS FEES AGAINST CREDITORS, SHELLPOINT MORTGAGE  
SERVICING AND OCWEN LOAN SERVICING, LLC**

COMES NOW, Debtor, Melani Schulte ("Mrs. Schulte" or "Debtor"), and files this Motion for Contempt for Violation of the Automatic Stay and Discharge Injunction and Failure to Comply with A Court Order and the Confirmed Plan and for Damages including Attorneys Fees against Creditors, Shellpoint Mortgage Servicing ("Shellpoint") and Ocwen Loan Servicing, LLC ("Ocwen") for the property located at 1392 Echo Falls Ave., Las Vegas

1 Nevada 89123 ("Echo Falls Ave.").

2 **I**  
3 **Facts**

- 4
- 5 1. On October 11, 2009, Debtors filed a Chapter 11 petition ("Petition") for  
6 bankruptcy and was assigned bankruptcy case no. 09-29123-MKN (Dkt. #1).  
7 Debtors Melani Schulte and William Schulte (Deceased) filed their  
8 bankruptcy schedules on December 1, 2009 (Dkt.#41). On Schedule B of the  
9 petition, Debtors listed many properties, including one located at 1392 Echo  
10 Falls Ave., Las Vegas Nevada 89123 ("Echo Falls Ave.").
- 11 2. On January 28, 2010, The Bank of New York Mellon filed a Motion for Relief  
12 from Stay Property: 1392 Echo Falls Ave. (Dkt.#62).
- 13 3. On January 29, 2010 Debtor proposed their Plan of Reorganization (Dkt.  
14 #67) and Disclosure Statement (Dkt. #68).
- 15 4. On January 31, 2010, Secured Creditor Litton Loan Servicing filed a Proof of  
16 Claim (claim no. 51-1), which lists \$17,59348 in pre-petition arrears and a  
17 total claim of \$128,482.54 due as of date of filing.
- 18 5. On February 25, 2010 Debtor filed their Opposition to Motion for Relief from  
19 Stay (Dkt.#100).
- 20 6. On May 31, 2010 Debtors filed their Amended Disclosure Statement (Dkt.#  
21 250).
- 22 7. On May 31, 2010, Debtor filed their Amended Plan of Reorganization (Dkt.#  
23 251) and Exhibit B (Table of Properties) to Disclosure Statement (Dkt.# 252).
- 24 8. On June 7, 2010, Debtor filed a Supplemental Opp and Objections to Motion  
25 for Relief Of Stay (Dkt.#311).
- 26 9. On August 14, 2010, Debtor filed their Motion to Value Collateral Property  
27 located at Property: 1392 Echo Falls Ave., Las Vegas Nevada 89123  
28

(Dkt.#541).

10. On September 22, 2010 Litton Loan and the Debtors filed a Stipulation Re: Treatment of Litton Loan Mortgage's Claim on Echo Falls Ave. (Dkt. #703). In the Agreed Stip it stated, Debtor shall make monthly adequate protection payments to the Secured Creditor, and continuing on the first day of each month thereafter pursuant to the terms of the Note and Deed of Trust. Payments shall be consistent with the value set forth for the subject property in the Motion to Value Collateral filed in Bankruptcy case 09-29123-BAM on 8/14/2010, docket #541. Payments shall be based upon the determination of value of \$132,000.00, over a term of 30 years, amortized at a fixed rate of **5.00%**. Commencing 10/1/2010, Debtor shall make regular monthly post-petition payments to Secured Creditor in the amount of **\$708.60**, and continuing on the first day of each month thereafter pursuant to the terms of the Note and Deed of Trust. Payments shall be made directly to: Litton Loan Servicing, LP Attn: Cash Management 4828 Loop Central Drive Houston, TX 77081, with reference to the last four digits of the Loan Number 2478, or as otherwise directed. The Debtor shall timely perform all of their obligations under Secured Creditor's loan documents as they come due, including but not limited to the payment of real estate taxes, maintaining insurance coverage, and any and all senior liens. In the event Debtor fails to timely perform any of the obligations set forth in this Order, Secured Creditor shall notify Debtor and Debtor's counsel of the default in writing. Debtor shall have ten (10) calendar days from the date of the written notification to cure the default, plus an additional \$100.00 for attorneys' fees. If Debtor fails to timely cure the default, Secured Creditor shall be entitled to lodge a Declaration of Default and an Order Terminating the Automatic Stay. The Order shall be

1 entered without further hearing. The automatic stay shall be immediately  
2 terminated and extinguished for all purposes as to Secured Creditor and  
3 Secured Creditor may proceed with and hold a trustee's sale of the subject  
4 property, pursuant to applicable state law, and without further Court Order  
5 of proceeding being necessary, commence any action necessary to obtain  
6 complete possession of the subject Property, including unlawful detainer, if  
7 required. Upon disposition of collateral, secured collateral, secured creditor  
8 will amend or delete its Proof of Claim and provide Trustee notice of the  
9 same. If Debtor defaults on the obligations set forth herein on more than  
10 three (3) occasions, Secured Creditor may lodge a Declaration and Order  
11 Terminating the Automatic Stay. The Order shall be entered without further  
12 hearing. The automatic stay shall be immediately terminated and  
13 extinguished for all purposes as to Secured Creditor and Secured Creditor  
14 may proceed with and hold a trustee's sale of the subject property, pursuant  
15 to applicable state law, and without further Court Order of proceeding being  
16 necessary, commence any action necessary to obtain complete possession of  
17 the subject Property, including unlawful detainer, if required. Upon  
18 disposition of collateral, secured creditor will amend or delete its Proof of  
19 Claim and provide Trustee with notice of the same. (Dkt.#703, p.1-3).

- 20 11. And on September 24, 2010 the Agreed Order was granted on the Stipulated  
21 Order Regarding Treatment of Creditor's Claim Pursuant to Chapter 11 plan  
22 (Dkt.#717).
- 23 12. On September 24, 2010 the Order Granting Collateral, "Strip Off" and Modify  
24 Rights of Unsecured Creditors Pursuant to 11 U.S.C. Section 506(a) and  
25 Section 1123 for the Real Property Located at 1392 Echo Falls Ave., Las Vegas  
26 Nevada 89123 was entered (Dkt.# 716).

**Post Stipulation**

13. On October 5, 2010, Debtor filed their Second Amended Disclosure Statement (Dkt. #752) and their Amended Plan #3 of Reorganization (Dkt. #753).
14. On November 9, 2010, Debtor filed their Third Amended Disclosure Statement (Dkt. #816).
15. On November 23, 2010, Debtor proposed their Amended Plan #4 of Reorganization, (Dkt. #834) and on November 23, 2010, filed their Fourth Amended Disclosure Statement (Dkt. #832).
16. Debtors Amended Chapter 11 Plan #4 ("Confirmed Plan") incorporated the Agreed Order by reference to Litton Loan's class treatment, and the Court confirmed the proposed plan on March 8, 2011 ("Confirmation Order").
17. That on October 11, 2011 Ocwen Loan Servicing, LLC filed a Transfer of Claim for Security (Dkt. #992).

**The Stip for Adequate Protection states Schulte is to directly pay the property taxes and insurance. However, the Servicers continuously add it to her monthly statement**

18. That on or about April 17, 2013, Mrs. Schulte received a mortgage statement from Ocwen. It listed: **Account Information**

*Current Principal Balance:	107,313.78
Post-Petition Interest Rate:	5.87500%
Pre-Petition Interest Rate:	.00000%
Post-Petition Due Date:	12/01/2010
Contractual Due Date:	03/01/2010
Escrow Advance Balance:	4,618.24-
Interest Paid Year-To-Date:	529.64
Taxes Paid Year-To-Date:	317.76
Beginning Principal Balance:	108,182.13
Principal Reductions Year-To-Date:	868.35

Beginning Escrow Balance: 4,518.67-  
 Escrow Deposits/Adjustments Year-To-Date: 218.19  
 Escrow Disbursements/Adjustments Year-To-Date: 317.76-  
 Recently Assessed Amounts:  
 04/04/13 Foreclosure Costs: 65.00  
 \*This is the principal balance only, not the amount to pay your account in full.

### Details of Amount Due

Current Post-Petition Amount Due:  
 Principal: 1,020.21  
 Interest: 377.78  
 Escrow: 218.19  
 Less: Partial Payment Amount: 732.94-  
 Current Post-Petition Amount Due by 05/01/13: 883.24  
 Post-Petition Past Due Amounts:  
 Principal: 27,519.06  
 Interest: 13,022.65  
 Escrow: 6,327.51  
 Post-Petition Past Due Amount DUE IMMEDIATELY 46,869.22  
 Post-Petition Amount Due: 47,752.46  
 Assessed Fees/Expense Outstanding:  
 Info Only- Late Charges: 1,817.40  
 Info Only-Current-Foreclosure Cost: 65.00  
 Info Only-Current-Foreclosure Cost: 18.00  
 Info Only-Prev-Prior Servicer Fees: 3,333.66  
**Total Fees/Expense Outstanding: 5,443.76**

### Recent Account Activity

Date	Description	Principal	Interest	Escrow	Optional	Late Charges	Fees/Other	Suspense	Total
03/05/13	Payment			218.19				907.58-	708.60
03/05/13	Payment	868.35	529.64						708.60
04/02/13	Suspense							708.60	
	Payment								

At the bottom on the Detach portion of the page it listed, **AMOUNT DUE**  
 \$47,752.46; If Received after 05/17/2013 add Late Charge of: \$69.90; Total  
 Amount Due with Late Charge: \$47,822.36 (Ex. '2', p.2).

19. That on or about June 17, 2013, Mrs. Schulte received a mortgage statement from Ocwen. It listed: **Account Information**

*Current Principal Balance:	106,441.18
Post-Petition Interest Rate:	5.87500%
Pre-Petition Interest Rate:	.00000%
Post-Petition Due Date:	01/01/2011
Contractual Due Date:	04/01/2010
Escrow Advance Balance:	4,400.05-
Interest Paid Year-To-Date:	1,055.03
Taxes Paid Year-To-Date:	317.75
Beginning Principal Balance:	108,182.13
Principal Reductions Year-To-Date:	1,740.95
Beginning Escrow Balance:	4,518.67-
Escrow Deposits/Adjustments Year-To-Date:	436.38
Escrow Disbursements/Adjustments Year-To-Date:	317.76-

\*This is the principal balance only, not the amount to pay your account in full.

**Details of Amount Due**

Current Post-Petition Amount Due:

Principal:	1,030.22
Interest:	367.77
Escrow:	218.19
Less: Partial Payment Amount:	533.96-
Current Post-Petition Amount Due by 05/01/13:	1,082.22
Post-Petition Past Due Amounts:	
Principal:	28,678.99
Interest:	13,260.71
Escrow:	6,546.70

Post-Petition Past Due Amount DUE IMMEDIATELY 46,485.40

Post-Petition Amount Due: 49,567.62

Assessed Fees/Expense Outstanding:

Info Only- Late Charges:	209.70
Info Only-Current-Foreclosure Cost:	1,817.40
Info Only-Current-Foreclosure Cost:	83.00
Info Only-Prev-Prior Servicer Fees:	3,333.66

**Total Fees/Expense Outstanding: 5,443.76**

**Recent Account Activity**

Date	Description	Principal	Interest	Escrow	Optional	Late Charges	Fees/Other	Suspense	Total
05/21/13	Payment			218.19				198.98-	1,417.20
05/21/13	Payment	872.60	525.39						

(Ex. '2', p.4).

20. That on or about August 19, 2013, Mrs. Schulte received a mortgage statement from Ocwen. It listed: **Account Information**

*Current Principal Balance:	106,441.18
Post-Petition Interest Rate:	5.87500%
Pre-Petition Interest Rate:	.00000%
Post-Petition Due Date:	01/01/2011
Contractual Due Date:	04/01/2010
Escrow Advance Balance:	5,109.06-
Interest Paid Year-To-Date:	1,055.03
Taxes Paid Year-To-Date:	649.77
Beginning Principal Balance:	108,182.13
Principal Reductions Year-To-Date:	1,740.95
Beginning Escrow Balance:	4,518.67-
Escrow Deposits/Adjustments Year-To-Date:	436.38
Escrow Disbursements/Adjustments Year-To-Date:	1,026.77-

\*This is the principal balance only, not the amount to pay your account in full.

**Details of Amount Due**

Current Post-Petition Amount Due:	
Principal:	1,040.33
Interest:	357.66
Escrow:	218.19
Less: Partial Payment Amount:	533.96-
Current Post-Petition Amount Due by 05/01/13:	1,082.22
Post-Petition Past Due Amounts:	
Principal:	30,744.48
Interest:	13,991.20



Escrow: 6,982.08

Post-Petition Past Due Amount DUE IMMEDIATELY 51,717.76

Post-Petition Amount Due: 52,799.98

Assessed Fees/Expense Outstanding:

Info Only- Late Charges: 209.70

Info Only-Current-Foreclosure Cost: 1,817.40

Info Only-Current-Foreclosure Cost: 83.00

Info Only-Prev-Prior Servicer Fees: 3,333.66

**Total Fees/Expense Outstanding: 5,443.76**

### Recent Account Activity

Date	Description	Principal	Interest	Escrow	Optional	Late Charges	Fees/Other	Suspense	Total
07/25/13 07/29/13	Insurance Disbursement CENTURY NATIONAL INSURANCE CO			377.00-					377.00
	Tax Disbursement CLARK COUNTY TREASURERS OFFICE			332.01-					332.01-

At the bottom on the Detach portion of the page it listed, **AMOUNT DUE** \$52,799.98; If Received after 09/17/2013 add Late Charge of: \$69.90; Total Amount Due with Late Charge: \$52,869.88 (Ex. '2', p.6).

21. That on or about February 4, 2014, Mrs. Schulte received a letter from Ocwen. It stated, We are pleased to assist you in identifying solutions for your mortgage questions. **We have assigned a dedicated mortgage assistance expert to help you, Martha Garcia, who will be your personal Relationship Manager. Martha Garcia** will carefully review your situation and application materials, make sure your information is complete and work with you to identify the best potential resolution options. At the bottom of the page it further listed, Notice Regarding Bankruptcy: Please be advised that this letter is in no way an attempt to collect either a pre-petition, post petition or discharge debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you

1 have received an Order of Discharge in a bankruptcy case, any action taken  
2 by us is for the sole purpose of protection our lien interest in the underlying  
3 mortgaged property and is not an attempt to recover any amounts from you  
4 personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case  
5 and an Order for Relief from the Automatic Stay has not been issued, you  
6 should continue to make payments in accordance with your plan. If your loan  
7 has been paid in full or already foreclosed upon, this is not attempt to collect  
8 any additional funds from you (Ex. '3', p.2).

- 9 22. That on or about March 5, 2014, Mrs. Schulte received a letter from Ocwen.  
10 It stated, We are pleased to assist you in identifying solutions for your  
11 mortgage questions. **We have assigned a dedicated mortgage**  
12 **assistance expert to help you, Verlean Reese, who will be your**  
13 **personal Relationship Manager. Verlean Reese** will carefully review  
14 your situation and application materials, make sure your information is  
15 complete and work with you to identify the best potential resolution options  
16 At the bottom of the page it further listed, Notice Regarding Bankruptcy:  
17 Please be advised that this letter is in no way an attempt to collect either a  
18 pre-petition, post petition or discharge debt. If your bankruptcy case is still  
19 active, no action will be taken in willful violation of the Automatic Stay. If you  
20 have received an Order of Discharge in a bankruptcy case, any action taken  
21 by us is for the sole purpose of protection our lien interest in the underlying  
22 mortgaged property and is not an attempt to recover any amounts from you  
23 personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case  
24 and an Order for Relief from the Automatic Stay has not been issued, you  
25 should continue to make payments in accordance with your plan. If your loan  
26 has been paid in full or already foreclosed upon, this is not attempt to collect  
27

any additional funds from you (Ex. '3', p.4).

23. That on or about May 22, 2014, Mrs. Schulte received a letter from Ocwen. It stated, We have received your correspondence requesting research to be performed for the above referenced loan. It is Ocwen's policy to perform all research and provide a written response to you within twenty (20) days from the receipt of your letter. Ocwen may need to contact you for further information in order to process your request (Ex. '3', p.7).

24. That on or about May 29, 2014, Mrs. Schulte received another letter from Ocwen. It stated, Our company has recently received a request for information on the above referenced loan, which is enclosed for your review (Ex. '3', p.8).

25. That on or about July 21, 2014, Mrs. Schulte received a **ESCROW ACCOUNT DISCLOSURE STATEMENT-BANKRUPTCY PROJECTIONS FOR THE YEAR** from Ocwen. It stated, This notice is being sent to you because Ocwen Loan Servicing, LLC has been notified that a proceeding under Chapter 11 of the Bankruptcy Code involving you was commenced on 10/11/2009. This notice relates to your postpetition escrow payments and disbursements only. It further list, Escrow Balance as of the date of Bankruptcy filing : \$-8,134.69; Escrow due for Disbursement in the month of Bankruptcy filing Oct 2009 : \$0.00; Amount to be part of the Proof Of Claim– Pre-petition Escrow due :-\$8,134.69; Post Petition Escrow balance as of the date of Bankruptcy filing : \$188.16.

Description of Next Disbursement	Due Date of Next Disbursement	Estimated Amount(s) of Next Disbursement
County Tax	Sep 2014	\$331.10
County Tax	Dec 2014	\$331.10
County Tax	Feb 2015	\$331.10

County Tax	July 2015	\$332.01
Hazard Insurance	Aug 2015	\$390.00
Total Annual Disbursements		\$1,715.31
Target Escrow Payment		\$142.94 (1/12th of \$1,715.31)

Total Shortage \$4,642.38 (Ex. '3', p.14).

### **Post Confirmation**

26. Debtor Melani Schulte continued making the payments in accordance with the Stipulation, including paying the monthly principal and interest payments (Ex. '1' Decl. M. Schulte ¶30).
27. That on or about August 21, 2015, Mrs. Schulte received Notice of Transfer of Loan from Bank of America, N.A. to Shellpoint Mortgage Servicing. It stated, Shellpoint Mortgage Servicing would like to welcome you and inform you that effective 08/17/2015, the servicing of your loan has been transferred from Bank of America, N.A. to Shellpoint Mortgage Servicing. (Ex. '4').
28. On November 3, 2015, Debtor filed their Amended Application for the Entry of the Discharge of Debtors (Dkt.# 1152). Shellpoint did not object. On December 15, 2015, the Court entered its Stipulated Order Granting Amended Motion for Discharge of Debtors (Dkt.#1181). And on December 15, 2015 court entered Debtors Discharge (Dkt.#1182).

### **Post-Discharge**

29. That on or about February 2, 2016, Mrs. Schulte received a letter from Shellpoint. It stated, We have assigned a Specialist to assist you throughout the Loss Mitigation process concerning your mortgage loan. We will perform

an evaluation of your financial condition and determine your qualifications for all alternatives that may be applicable for this account. As of the date of this letter, the account balance is \$128,870.89. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater (Ex. '5', p.2).

30. That on or about May 12, 2016, Mrs. Schulte received a **NOTICE OF DEFAULT AND INTENT TO ACCELERATE** from Shellpoint. It stated, 1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 11/01/2012.; 2. As of 05/12/2016, total monthly payments (including principal, interest, and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$39,792.43 are past due. This past due amount is itemized below. Currently, your interest rate is 5%. The anticipated date of your next interest rate change is not applicable. It also list,

PITI for 43 months:	\$39,851.97
Unpaid Late charge(s):	\$35.43
Unpaid Non-sufficient funds charge(s)	\$0.00
Outstanding legal fees and costs:	\$550.00
Unpaid Broker price opinion fees:	\$0.00
Unpaid Inspection fees:	\$13.00
Other Unpaid fees:	\$45.00
Escrow advance (for non-escrowed loans):	\$0.00
Escrow shortage (for escrowed loans):	\$2,344.72
Prepayment Fees:	\$0.00
Total amount due:	\$39,792.43

(Ex. '5', p.5)

31. That on or about June 27, 2016, Mrs. Schulte received a **Notice of Referral to Foreclosure** from Shellpoint. It stated, **Your mortgage loan**

**payment is past due and your property may be referred to foreclosures unless immediate action is taken.** You may be able to avoid foreclosure by paying the total amount necessary to bring the account current (see "Important Account Information"). **Important Account Information as of 06/27/2016: A. The total amount needed to reinstate or to bring the account current is: \$40,816.08.** Please note this amount is subject to change. Please call us for the most current amount.; B. The amount of the principal obligation under the mortgage is: \$128,870.89; C. The date through which the account is paid is: 10/01/2012; D. The date of last full payment was: 04/17/2015; E. As of today, you are due for: 11/01/2012; F. As of today, the interest rate in effect for the loan is : 5%; G. The date on which the interest rate may next reset or adjust is: Not Applicable; H. The amount of any prepayment fee to be charge is: \$0.00; I. The amount of late payment fees included in the above reinstatement amount is: \$106.29 (Ex. '5', p.10)

32. That on or about July 25, 2016, Mrs. Schulte received a letter from Shellpoint. It stated, The above referenced mortgage loan serviced by Shellpoint Mortgage Servicing ("Shellpoint"), on the above referenced property is in default and foreclosure proceedings have or may soon commence. Because you have not taken steps to resolve the delinquency, we have been instructed by the owner of your mortgage loan to commence foreclosure. In addition to foreclosing on the property, the owner of the mortgage loan may seek a deficiency judgment against you if the proceeds from the foreclosure sale do not pay off the amount you owe on the mortgage loan (Ex. '5', p.14)
33. That on or about August 25, 2016, Mrs. Schulte received a letter from TRUSTEE CORPS. It stated, With regards to the above referenced file our

office is handling, enclosed please find or REINSTATEMENT and/or PAY  
OFF Demand, which *you* have requested. It further list, **REINSTATEMENT**  
**DEMAND**

Payments \$42,532.34

Total Corp. Adv/Late/NSF/Atty Fees \$837.15

Unapplied Balance \$-702.97

Trustees Fees \$457.50

**TOTAL amount due to REINSTATE loan: \$43,224.02**

**THIS STATEMENT EXPIRES ON 08/31/2016 @ 3:00p.m.** (Ex. '5',  
p.16).

34. That on or about September 6, 2016 Mrs. Schulte received a Substitution of  
Trustee (Ex. '5', p.20).
35. That on or about September 7, 2016 Mrs. Schulte received a Cooperative  
Short Sale or Deed-in-Lieu Offer from Shellpoint. It stated, Shellpoint  
Mortgage Servicing wants to work with you on any possible options to avoid  
foreclosure. You may eligible for our Cooperative Short Sale Program or the  
Cooperative Deed-in-Lieu Program. By participating in either of these  
programs you could earn up to \$23,716.74 in relocation assistance. These  
programs are specifically designed to help borrowers who are unable to afford  
their mortgage and want to avoid foreclosure (Ex. '5', p.24).
36. That on or about October 27, 2016, Mrs. Schulte received a letter from  
Shellpoint. It stated, Principal Balance: \$128,870.89; We understand that  
financial circumstances may change from time to time, affecting your ability  
to meet your obligations. We're concerned about your recently missed  
mortgage payment and want to offer our assistance in case you are unable to  
catch up (Ex. '5', p.26).

- 1 37. That on or about December 12, 2016, Mrs. Schulte received a letter from  
2 Shellpoint. It stated, Principal Balance: \$128,870.89; **ACT NOW! LAST**  
3 **CHANCE TO APPLY FOR THE HOME AFFORDABLE**  
4 **MODIFICATION AND FORECLOSURE ALTERNATIVES**  
5 **PROGRAMS!** On December 30, 2016, the Home Affordable Modification  
6 Program (“HAMP”) and the Home Affordable Foreclosure Alternatives  
7 Program (“HAFA”) will be retired. This will be your last opportunity to apply  
8 for these programs. If approved for HAMP, you could be eligible for a reduced  
9 monthly payment and up to \$10,000 in performance incentives. If approved  
10 for HAFA, you will have an opportunity to exit your home and be relieved of  
11 the remaining mortgage debt through a short sale or a deed-in-lieu of  
12 foreclosure. HAFA provides eligible homeowners with \$10,000 in relocation  
13 assistance (Ex. ‘5’, p.44).
- 14 38. That on or about December 22, 2016, Mrs. Schulte received another letter  
15 from Shellpoint. It stated, Principal Balance: \$128,870.89. **United States**  
16 **Department of Housing and Urban Development Office of Housing**  
17 **Servicemembers Civil Relief Act Notice Disclosure; Legal Rights**  
18 **and Protections Under the SCRA;** Servicemembers on “active duty” or  
19 “active service,” or a dependent of such a servicemember may be entitled to  
20 certain legal protections and debt relief pursuant to the Servicemember Civil  
21 Relief Act (50 USC App. §§501-596)(SCRA) (Ex. ‘5’, p.46).
- 22 39. That on January 13, 2017, Shellpoint filed a Notice of Breach and Default and  
23 Election to Cause Sale of Real Property Under Deed of Trust (Ex. ‘6’, p.2).
- 24 40. That on or about January 18, 2017, Mrs. Schulte received another letter from  
25 Shellpoint. It stated, We are writing to let you know that your mortgage is  
26 currently in foreclosure. However, you may still have an opportunity to keep  
27  
28



your home or prevent foreclosure, even if you previously indicated that you do not wish to stay in your home (Ex. '6', p.8).

41. That on or about January 19, 2017, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 02/01/2017; Payment Amount \$48,637.48**. It also list,

**Account Information**

Outstanding Principal \$128,870.89

Interest Rate 5.000%

Prepayment Penalty No

Last Paid Installment 10/1/2012

**Explanation of Amount Due:**

Principal \$212.18

Interest \$496.42

Escrow (Taxes and Insurance) \$151.37

**Regular Monthly Payment \$859.97**

Total Fees and Charges \$0.00

Overdue Payment \$47,777.51

**Total Amount Due \$48,637.48**

**Past Payments Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$702.97
<b>Total</b>	<b>\$0.00</b>	<b>\$702.97</b>

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage. **Transaction Activity (12/19/2016- 1/18/2017)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
12/23/2016	Late Charge Waive	(\$35.43)	
1/3/2017	FC Costs Disbursement	\$55.00	
1/5/2017	Property Inspection Disbursement	\$13.00	
12/23/2016	Late Charge Assess (because full payment not received by 1/15/2017)	\$35.43	

**Additional Information**

<u>Date</u>	<u>Description</u>	<u>Amount</u>
01/18/2017	Escrow Balance	\$880.96

At the bottom on the Detach portion of the page it listed

**Mortgage Payment Coupon; Amount Due; Due By 2/1/2017:**

**\$48,637.48.** On the second page it further list,

**\*\*Delinquency Notice\*\***

**You are late on your mortgage payments.** Failure to bring your loan current may result in fees and foreclosure- the loss of your home. As of January 18,2017, you are 1,540 days delinquent on your mortgage loan.

**Recent Account History**

- Payment due 8/1/16: unpaid balance of \$43,166.87
- Payment due 9/1/16: unpaid balance of \$962.22

- Payment due 10/1/16: unpaid balance of \$962.22
- Payment due 11/1/16: unpaid balance of \$895.40
- Payment due 12/1/16: unpaid balance of \$895.40
- Payment due 1/1/17: unpaid balance of \$895.40
- Current payment due 02/1/17: \$859.97
- **Total: \$48,637.48 due. You must pay this amount to bring your loan current** (Ex. '6', p.9).

42. That on or about February 16, 2017, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Due Date 03/01/2017; Payment Amount \$50,720.35**. It also list,

**Account Information**

Outstanding Principal \$128,870.89

Interest Rate 5.000%

Prepayment Penalty No

Last Paid Installment 10/1/2012

**Explanation of Amount Due:**

Principal \$213.07

Interest \$495.53

Escrow (Taxes and Insurance) \$151.37

**Regular Monthly Payment \$859.97**

Total Fees and Charges \$0.00

Overdue Payment \$49,860.38

**Total Amount Due \$50,720.35**

**Past Payments Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00

Interest	\$0.00	\$0.00
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$702.97
<b>Total</b>	<b>\$0.00</b>	<b>\$702.97</b>

### **Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage. **Transaction Activity**

**(1/19/2017- 2/15/2017)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
2/2/2017	Recording Cost Disbursement	\$222.00	
2/2/2017	Recording Cost Disbursement	\$43.00	
2/2/2017	Certified Mail Cost Disbursement	\$144.90	
2/2/2017	FC Costs Disbursement	\$75.00	
2/2/2017	FC Costs Disbursement	\$420.00	
2/2/2017	Foreclosure Trustee Disbursement	\$305.00	
12/14/2017	Property Inspection Disbursement	\$13.00	

### **Additional Information**

<u>Date</u>	<u>Description</u>	<u>Amount</u>
2/15/2017	Escrow Balance	\$528.31
2/14/2017	County Tax Bill 4	(\$352.65)

At the bottom on the Detach portion of the page it listed

**Mortgage Payment Coupon; Amount Due; Due By 3/1/2017:**

**\$50,720.35.** On the second page it further list,

**\*\*Delinquency Notice\*\***

**You are late on your mortgage payments.** Failure to bring your loan current may result in fees and foreclosure- the loss of your home. As of February 15, 2017, you are 1,568 days delinquent on your mortgage loan.

**Recent Account History**

- Payment due 9/1/16: unpaid balance of \$45,351.99
- Payment due 10/1/16: unpaid balance of \$962.22
- Payment due 11/1/16: unpaid balance of \$895.40
- Payment due 12/1/16: unpaid balance of \$895.40
- Payment due 1/1/17: unpaid balance of \$895.40
- Payment due 2/1/17: unpaid balance of \$859.97
- Current payment due 3/1/17: \$859.97

**• Total: \$50,720.35 due. You must pay this amount to bring your loan current** (Ex. '6', p.11).

43. That on or about March 19, 2017, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Due Date 4/01/2017; Amount Due \$51,628.75.** It also list,

**Account Information**

Outstanding Principal      \$128,870.89

Interest Rate                      5.000%

Prepayment Penalty          No

Last Paid Installment 10/1/2012

**Explanation of Amount Due:**

Principal \$213.95

Interest \$494.65

Escrow (Taxes and Insurance) \$151.37

**Regular Monthly Payment \$859.97**

Total Fees and Charges \$35.43

Overdue Payment \$50,733.35**Total Amount Due \$51,628.75****Past Payments Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$702.97
<b>Total</b>	<b>\$0.00</b>	<b>\$702.97</b>

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage. **Transaction Activity**

**(2/16/2017- 3/18/2017)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
2/17/2017	Late Charge Assess (because full payment not received by 2/16/2017)	\$35.43	
3/10/2017	Property Inspection Disbursement	\$13.00	

**Additional Information**

<u>Date</u>	<u>Description</u>	<u>Amount</u>
2/18/2017	Escrow Balance	\$528.31

At the bottom on the Detach portion of the page it listed

**Mortgage Payment Coupon; Amount Due; Due By 4/1/2017:**

**\$51,628.75.** On the second page it further list,

**\*\*Delinquency Notice\*\***

**You are late on your mortgage payments.** Failure to bring your loan current may result in fees and foreclosure- the loss of your home. As of March 18, 2017, you are 1,599 days delinquent on your mortgage loan.

**Recent Account History**

- Payment due 10/1/16: unpaid balance of \$46,327.21

- Payment due 11/1/16: unpaid balance of \$895.40

- Payment due 12/1/16: unpaid balance of \$895.40

- Payment due 1/1/17: unpaid balance of \$895.40

- Payment due 2/1/17: unpaid balance of \$895.40

- Payment due 3/1/17: unpaid balance of \$8559.97

- Current payment due 4/1/17: \$859.97

- **Total: \$51,628.75 due. You must pay this amount to bring your loan current** (Ex. '6', p.13).

44. That on or about March 21, 2017 Mrs. Schulte mailed a certified letter to Shellpoint Mortgage Servicing Requesting information (Ex. '6', p.15).

45. That on or about March 24, 2017, Mrs. Schulte faxed a letter to Trustee Corp. Requesting a reinstatement quote and a payoff quote (Ex. '6', p.18).

46. That on or about March 27, 2017, Mrs. Schulte received a letter from Shellpoint. It stated, We understand that financial circumstances may change from time to time, effecting your ability to meet your obligations. We're concerned about your recently missed mortgage payment(s) and want to offer our assistance in case you are unable to catch up (Ex. '6', p.20).

47. That on or about March 28, 2017, Mrs. Schulte faxed another letter to Trustee

- 1 Corp. Requesting a reinstatement quote and request for Information (Ex. '6',  
2 p.37).
- 3 48. That on or about March 28, 2017, Mrs. Schulte received a letter from Trustee  
4 Corps regarding the requested information letter she mailed them (Ex. '6',  
5 p.40).
- 6 49. That on or about March 29, 2017 Mrs. Schulte received a letter from  
7 Shellpoint. It stated, This letter is in response to *your* recent inquiry  
8 regarding the above-referenced account serviced by Shellpoint Mortgage  
9 Servicing on behalf of THE BANK OF NEW YORK MELLON FKA THE BANK  
10 OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF  
11 CWALT, INC., ALTERNATIVE LOAN TRUST 2004-28CB, MORTGAGE  
12 PASS-THROUGH CERTIFICATES, SERIES 2004-28CB, the owner of your  
13 loan. We are working to gather the requested information and will forward  
14 it to you as soon as possible (Ex. '6', p.49).
- 15 50. That on or about March 30, 2017 Mrs. Schulte received the signed receipt by  
16 Shellpoint Mortgage Servicing regarding her letter (Ex. '6', p.16).
- 17 51. That on or about April 13, 2017 Mrs. Schulte received a letter from Shellpoint.  
18 It stated, This letter is in response to *your* recent inquiry regarding the above-  
19 referenced account serviced by Shellpoint Mortgage Servicing on behalf of  
20 THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS  
21 TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., Alternative  
22 Loan Trust 2004-28cb, Mortgage Pass-Through Certificates, Series 2004-  
23 28cb, ("Bony As Trustee For Cwalt 2004-28cb") . Shellpoint began servicing  
24 this loan on or About 17, 2015 (Ex. '6', p.51).
- 25 52. That on or about April 20, 2017 Mrs. Schulte mailed a certified letter to  
26 Shellpoint Mortgage Servicing Requesting information (Ex. '6', p.53).  
27  
28



- 1       53. That on June 1, 2017, Shellpoint filed a Notice of Trustee's Sale Important  
2       Notice to Property Owner (Ex. '6', p.57).
- 3       54. That on or about June 1, 2017, Mrs. Schulte faxed and mailed a letter to  
4       Trustee Corp. and Shellpoint. Requesting a reinstatement quote ASAP for the  
5       aforementioned mortgage on the stated property (Ex. '6', p.60).
- 6       55. That on or about June 27, 2017, Mrs. Schulte received a letter from Trustee  
7       Corps regarding the REINSTATEMENT and/or PAY OFF Demand which *you*  
8       have requested (Ex. '6', p.67).
- 9       56. That on June 28, 2017, The Law Offices of Amberlea Davis on behalf of Mrs.  
10      Schulte faxed a letter to National Title Company, Trustee Corp. and Nevada  
11      Legal News Requesting Trustee's Sale Date to be taken off calendar (Ex. '6',  
12      p.71).
- 13     57. That on or about June 29, 2017, Mrs. Schulte received a letter from Trustee  
14      Corps. It stated, You are hereby notified that the Trustee's Sale listed for the  
15      above referenced property has been postponed to Monday, August 14, 2017  
16      at 10:00 AM. (Ex. '6', p.75).
- 17     58. That on or about August 14, 2017, Mrs. Schulte received a letter from Trustee  
18      Corps. It stated, You are hereby notified that the Trustee's Sale listed for the  
19      above referenced property has been postponed to Thursday, September 14,  
20      2017 at 10:00 AM. (Ex. '6', p.76).
- 21     59. That on or about October 27, 2017, Mrs. Schulte received a letter from  
22      Shellpoint. It stated,, Shellpoint Mortgage Servicing ("Shellpoint") is  
23      committed to offering assistance and exploring options that may assist our  
24      borrowers who filed for bankruptcy with a temporary or long-term solution.  
25      If you fill out the attached forms and return them to us, we will be able to  
26      explore all the options that are available. If you are an attorney representing  
27

the borrower, please fill out and provide the attached consent form to initiate the process (Ex. '6', p.78).

60. That on or about November 6, 2017 Mrs. Schulte mailed a certified letter to Shellpoint Mortgage Servicing second Request for information (Ex. '6', p.94).

61. That on or about April 5, 2018 Mrs. Schulte received a Cooperative Deed-in-Lieu or Short Sale Offer from Shellpoint. It stated, Shellpoint Mortgage Servicing ("Shellpoint") wants to work with you on any possible options to avoid foreclosure. We understand this is a difficult time and we want to help. You may eligible for our Cooperative Deed-in-Lieu Program or Cooperative Short Sale Program. Our offer is now especially attractive, as it includes an incentive up to \$20,000.00 to help you settle other possible existing liens on the property as well as provide relocation assistance. These programs are specifically designed to help borrowers who are unable to afford their mortgage and want to avoid foreclosure. (Ex. '7', p.2).

62. That on or about April 20 2018, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 05/01/2018; Payment Amount \$63,195.63.** It also list,

**Explanation of Payment Amount;**

Principal \$225.84

Interest \$482.76

Escrow (Taxes and Insurance) \$155.51

**Regular Monthly Payment \$864.11**

Total Fees and Charges \$35.43

Past Unpaid Payment \$62,296.09

**Total Payment Amount \$63,195.63**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow	\$0.00	\$0.00

Fees/Late Charges	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$702.97
<b>Total</b>	<b>\$0.00</b>	<b>\$702.97</b>

**Account Information**

Outstanding Principal	\$128,870.89
Interest Rate	5.000%
Prepayment Penalty	None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 11/01/17: unpaid balance of \$58,044.36
- Payment due 12/01/17: unpaid balance of \$829.36
- Payment due 01/01/18: unpaid balance of \$829.36
- Payment due 02/01/18: unpaid balance of \$829.36
- Payment due 03/01/18: unpaid balance of \$899.54
- Payment due 04/01/18: unpaid balance of \$899.54
- Payment due 05/01/18: current payment due

**• Total: \$63,195.63 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 05/01/2018; Payment Amount \$63,195.63** (Ex. '7', p.6).

63. That on or about April 23, 2018 Mrs. Schulte faxed a letter to Shellpoint Mortgage Servicing asking for the information she had requested over the last 2 years and to honor her 2009 bankruptcy confirmation order (Ex. '7', p.8).
64. That on or about April 25, 2018, Mrs. Schulte received a letter from Shellpoint. It stated, Shellpoint Mortgage Servicing ("Shellpoint") is

committed to offering assistance and exploring options that may assist our borrowers who filed for bankruptcy with a temporary or long-term solution. If you fill out the attached forms and return them to us, we will be able to explore all the options that are available. If you are an attorney representing the borrower, please fill out and provide the attached consent form to initiate the process (Ex. '7', p.10).

65. That on or about May 3, 2018, Ms. Schulte received a letter from National Default Servicing Corporation ("NDSC"), for the property at Echo Falls Avenue (Ex. '7', p.27).

66. That on or about May 7, 2018, Ms. Schulte received a letter from Shellpoint. It stated, Thank you for your recent inquiry regarding the above referenced mortgage loan. We will review account information and provide a written response to your request within fifteen (15) days (Ex. '7', p.28).

67. That on or about May 10, 2018 Mrs. Schulte mailed a letter disputing the validity of the debt to National Default Servicing Corp. Mortgage Servicing (Ex. '7', p.32).

68. That on or about May 11, 2018 Mrs. Schulte received a Cooperative Deed-in-Lieu or Short Sale Offer from Shellpoint. It stated, Shellpoint Mortgage Servicing ("Shellpoint") wants to work with you on any possible options to avoid foreclosure. We understand this is a difficult time and we want to help. You may eligible for our Cooperative Deed-in-Lieu Program or Cooperative Short Sale Program. Our offer is now especially attractive, as it includes an incentive up to \$20,000.00 to help you settle other possible existing liens on the property as well as provide relocation assistance. These programs are specifically designed to help borrowers who are unable to afford their mortgage and want to avoid foreclosure. (Ex. '7', p.33).

69. That on or about May 16, 2018, Ms. Schulte received a letter from National Default Servicing Corporation ("NDSC"), for the property at Echo Falls Avenue. It stated, We are writing to let you know that your mortgage loan payment is past due, and your property has been referred to foreclosure (Ex. '7', p.37).

70. That on or about May 20 2018, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 06/01/2018; Payment Amount \$65,584.74.** It also list,

**Explanation of Payment Amount;**

Principal \$226.78

Interest \$481.82

Escrow (Taxes and Insurance) \$155.51

**Regular Monthly Payment \$864.11**

Total Fees and Charges \$1,586.43

Past Unpaid Payment \$63,134.20

**Total Payment Amount \$65,584.74**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$26.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$702.97
<b>Total</b>	<b>\$26.00</b>	<b>\$728.97</b>

**Account Information**

Outstanding Principal \$128,870.89

Interest Rate 5.000%

Prepayment Penalty None

### Bankruptcy Message

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

### Important Message

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

### \*\*Account History\*\*

#### Recent Account History

- Payment due 12/01/17: unpaid balance of \$60,398.72
- Payment due 01/01/18: unpaid balance of \$829.36
- Payment due 02/01/18: unpaid balance of \$829.36
- Payment due 03/01/18: unpaid balance of \$899.54
- Payment due 04/01/18: unpaid balance of \$899.54
- Payment due 05/01/18: unpaid balance of \$864.11
- Payment due 06/01/18: current payment due

**• Total: \$65,584.74 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 06/01/2018; Payment Amount \$65,584.74.** On the second page it list, **Transaction Activity (04/15/2018- 05/19-2018)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
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04/17/2018 Late Charge Assess (because \$35.43 \$0.00  
full payment not received by  
4/16/2018)

05/02/2018 Property Inspection Disbursement \$13.00 \$0.00

05/02/2018 Foreclosure Trustee Disbursement \$1,525.00 \$0.00

05/17/2018 Property Inspection Disbursement \$13.00 \$0.00

05/17/2018 Property Inspection Payment \$0.00 \$13.00

05/18/2018 Property Inspection Payment \$0.00 \$13.00

(Ex. '7', p.39).

71. That on or about June 18, 2018, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 07/01/2018; Payment Amount \$67,297.17**. It also list,

**Explanation of Payment Amount;**

Principal \$227.72

Interest \$480.88

Escrow (Taxes and Insurance) \$155.51

**Regular Monthly Payment \$864.11**

Total Fees and Charges \$848.32

Past Unpaid Payment \$65,584.74

**Total Payment Amount \$67,297.17**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$26.00

Partial Payment (Unapplied) \$0.00	\$702.97
<b>Total</b>	<b>\$0.00</b>
	<b>\$728.97</b>

**Account Information**

Outstanding Principal	\$128,870.89
Interest Rate	5.000%
Prepayment Penalty	None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 01/01/18: unpaid balance of \$62,076.40
- Payment due 02/01/18: unpaid balance of \$829.36
- Payment due 03/01/18: unpaid balance of \$899.54
- Payment due 04/01/18: unpaid balance of \$899.54
- Payment due 05/01/18: unpaid balance of \$864.11
- Payment due 06/01/18: unpaid balance of \$864.11
- Payment due 07/01/18: current payment due
- **Total: \$67,297.17 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed



**Payment Amount; Payment Date 07/01/2018; Payment Amount \$67,297.17.** On the second page it list, **Transaction Activity (05/20/2018- 06/17/2018)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
06/11/2018	Property Inspection Disbursement	\$13.50	\$0.00
06/12/2018	Certified Mail Cost Disbursement	\$2.82	\$0.00
06/12/2018	FC Costs Disbursement	\$792.00	\$0.00
06/12/2018	Recording Cost Disbursement	\$40.00	\$0.00

(Ex. '7', p.42).

72. That on or about July 20, 2018, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 08/01/2018; Payment Amount \$67,465.68.** It also list,

**Explanation of Payment Amount;**

Principal \$228.67

Interest \$479.93

Escrow (Taxes and Insurance) \$155.51

**Regular Monthly Payment \$864.11**

Total Fees and Charges \$13.00

Past Unpaid Payment \$66,588.57

**Total Payment Amount \$67,465.68**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$171.64	\$171.64
Interest	\$536.96	\$536.96
Escrow	\$218.19	\$218.19
Fees/Late Charges	\$0.00	\$26.00

Partial Payment (Unapplied) -\$218.19	\$484.78
<b>Total</b>	<b>\$708.60</b>
	<b>\$1,437.57</b>

**Account Information**

Outstanding Principal	\$128,699.25
Interest Rate	5.000%
Prepayment Penalty	None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 02/01/18: unpaid balance of \$62,210.16
- Payment due 03/01/18: unpaid balance of \$899.54
- Payment due 04/01/18: unpaid balance of \$899.54
- Payment due 05/01/18: unpaid balance of \$864.11
- Payment due 06/01/18: unpaid balance of \$864.11
- Payment due 07/01/18: unpaid balance of \$864.11
- Payment due 08/01/18: current payment due
- **Total: \$67,465.68 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed

**Payment Amount; Payment Date 08/01/2018; Payment Amount \$67,465.68.** On the second page it list, **Transaction Activity (06/18/2018- 07/19/2018)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
07/16/2018	Property Inspection Disbursement	\$13.00	\$0.00
07/16/2018	Partial Payment Unapplied	\$0.00	\$0.00
07/17/2018	Partial Payment Unapplied	\$0.00	-\$926.79
07/17/2018	Regular Payment-(Due 11/1/2012)	\$0.00	\$926.79

(Ex. '7', p.43).

73. That on or about August 21, 2018, Mrs. Schulte received a letter from Shellpoint. It stated, Our records show that your hazard insurance expired and we do not have evidence that you have obtained new coverage. **Because hazard insurance is required on your property, we plan to buy insurance for your property.** You must pay us for any period which the insurance we buy is in effect but you do not have insurance (Ex. '7', p.48).

74. That on or about August 20, 2018, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 09/01/2018; Payment Amount \$67,621.19.** It also list,

**Explanation of Payment Amount;**

Principal \$229.63

Interest \$478.97

Escrow (Taxes and Insurance) \$155.51

**Regular Monthly Payment \$864.11**

Total Fees and Charges \$0.00

Past Unpaid Payment \$66,757.00

**Total Payment Amount \$67,621.19**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$172.35	\$343.99
Interest	\$536.25	\$1,073.21
Escrow	\$218.19	\$436.38
Fees/Late Charges	\$0.00	\$26.00
Partial Payment (Unapplied) -\$218.19		\$266.59
<b>Total</b>	<b>\$708.60</b>	<b>\$2,146.17</b>

**Account Information**

Outstanding Principal	\$128,870.89
Interest Rate	5.000%
Prepayment Penalty	None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 03/01/18: unpaid balance of \$62,401.10
- Payment due 04/01/18: unpaid balance of \$899.54
- Payment due 05/01/18: unpaid balance of \$864.11

- Payment due 06/01/18: unpaid balance of \$864.11
- Payment due 07/01/18: unpaid balance of \$864.11
- Payment due 08/01/18: unpaid balance of \$864.11
- Payment due 09/01/18: current payment due
- **Total: \$67,221.19 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 09/01/2018; Payment Amount \$67,621.19.** On the second page it list, **Transaction Activity (07/20/2018- 08/19/2018)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
07/31/2018	County Tax Bill 1	\$378.79	\$0.00
08/13/2018	Partial Payment Unapplied	\$0.00	\$708.60
08/14/2018	Partial Payment Unapplied	\$0.00	-\$926.79
08/14/2018	Regular Payment- (Due 12/1/2012)	\$0.00	\$926.79

(Ex. '7', p.52).

75. That on or about September 7, 2018, Mrs. Schulte received a letter from Shellpoint. It stated, Your evidence of property insurance documents for the above referenced property was recently received. It was noted that the Name Insured is incorrect on the policy. **Please update the name listed on the policy to read as follows:** Melani Schulte (Ex. '7', p.55).
76. That on or about September 20, 2018, Mrs. Schulte received a letter from Shellpoint. It stated, This is your **second and final notice** that our records show that your hazard insurance has expired and we do not have evidence that you have obtained new coverage. Because hazard insurance is required on your property, we plan to buy insurance for your property. You must pay us for any period during which the insurance we buy is in effect but you do

not have insurance (Ex. '7', p.58).

77. That on or about September 20, 2018, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 10/01/2018; Payment Amount \$56,357.77.** It also list,

**Explanation of Payment Amount;**

Principal \$230.58

Interest \$478.02

Escrow (Taxes and Insurance) \$160.57

**Regular Monthly Payment \$869.17**

Total Fees and Charges \$145.00

Past Unpaid Payment \$55,343.60

**Total Payment Amount \$56,357.77**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$173.07	\$517.06
Interest	\$535.53	\$1,608.74
Escrow	\$580.01	\$1,016.39
Fees/Late Charges	\$0.00	\$26.00
Partial Payment (Unapplied) -\$218.19		\$48.40
<b>Total</b>	<b>\$1,070.42</b>	<b>\$3,216.59</b>

**Account Information**

Outstanding Principal \$128,353.83

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or**

you discharged personal liability for your mortgage loan in bankruptcy.

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 04/01/18: unpaid balance of \$51,303.32
- Payment due 05/01/18: unpaid balance of \$708.60
- Payment due 06/01/18: unpaid balance of \$869.17
- Payment due 07/01/18: unpaid balance of \$869.17
- Payment due 08/01/18: unpaid balance of \$869.17
- Payment due 09/01/18: unpaid balance of \$869.17
- Payment due 10/01/18: current payment due
- **Total: \$56,357.77 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 10/01/2018; Payment Amount \$56,357.77.** On the second page it list, **Transaction Activity (08/20/2018- 09/19/2018)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
08/22/2018	BPO/Aprst Cost Disbursement	\$145.00	\$0.00
08/30/2018	Tax Refund Report	\$0.00	\$361.82
09/11/2018	Partial Payment Unapplied	\$0.00	\$708.60
09/12/2018	Partial Payment Unapplied	\$0.00	-\$926.79

09/12/2018 Regular Payment- (Due 1/1/2013) \$0.00 \$926.79

(Ex. '7', p.59).

78. That on or about September 27, 2018, Mrs. Schulte faxed Shellpoint proof of insurance for the property of 1392 Echo Falls Ave. (Ex. '7', p.65).

79. That on or about October 18, 2018, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 11/01/2018; Payment Amount \$56,566.74.** It also list,

**Explanation of Payment Amount;**

Principal \$231.54

Interest \$477.06

Escrow (Taxes and Insurance) \$160.57

**Regular Monthly Payment \$869.17**

Total Fees and Charges \$0.00

Past Unpaid Payment \$55,697.57

**Total Payment Amount \$56,566.74**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$173.79	\$690.85
Interest	\$534.81	\$2,143.55
Escrow	\$48.40	\$1,064.79
Fees/Late Charges	\$0.00	\$26.00
Partial Payment (Unapplied) -\$48.40		\$0.00
<b>Total</b>	<b>\$708.60</b>	<b>\$3,925.19</b>

**Account Information**

Outstanding Principal \$128,180.04

Interest Rate 5.000%



Prepayment Penalty          None

### **Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

### **Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

### **\*\*Account History\*\***

#### **Recent Account History**

- Payment due 05/01/18: unpaid balance of \$51,351.72
- Payment due 06/01/18: unpaid balance of \$869.17
- Payment due 07/01/18: unpaid balance of \$869.17
- Payment due 08/01/18: unpaid balance of \$869.17
- Payment due 09/01/18: unpaid balance of \$869.17
- Payment due 10/01/18: unpaid balance of \$869.17
- Payment due 11/01/18: current payment due
- **Total: \$56,566.74 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 11/01/2018; Payment Amount \$56,566.74.** On the second page it list, **Transaction Activity (09/20/2018- 10/17/2018)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
10/11/2018	Partial Payment Unapplied	\$0.00	\$48.40

10/11/2018 Regular Payment- (Due 2/1/2013) \$0.00 \$708.60

10/11/2018 Escrow Only Payment \$0.00 \$48.40

(Ex. '7', p.71).

80. That on or about October 22, 2018, Mrs. Schulte received a letter from Shellpoint. It stated, We have not received proof of hazard insurance on the above referenced property as required under the terms of your mortgage and as requested in our previous notice. Because of this, **it has become necessary to place lender-placed insurance coverage on your property** (Ex. '7', p.74).

81. That on or about October 25, 2018, Mrs. Schulte received another mortgage statement from Shellpoint. It listed, **Payment Date 11/01/2018; Payment Amount \$56,566.74**. It also list,

**Explanation of Payment Amount;**

Principal \$231.54

Interest \$477.06

Escrow (Taxes and Insurance) \$160.57

**Regular Monthly Payment \$869.17**

Total Fees and Charges \$0.00

Past Unpaid Payment \$55,697.57

**Total Payment Amount \$56,566.74**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$173.79	\$690.85
Interest	\$534.81	\$2,143.55
Escrow	\$48.40	\$1,064.79
Fees/Late Charges	\$0.00	\$26.00

Partial Payment (Unapplied) -\$48.40	\$0.00
<b>Total</b>	<b>\$708.60</b>
	<b>\$3,925.19</b>

**Account Information**

Outstanding Principal	\$128,180.04
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Interest Rate	5.000%
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Prepayment Penalty	None
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**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 05/01/18: unpaid balance of \$51,351.72
- Payment due 06/01/18: unpaid balance of \$869.17
- Payment due 07/01/18: unpaid balance of \$869.17
- Payment due 08/01/18: unpaid balance of \$869.17
- Payment due 09/01/18: unpaid balance of \$869.17
- Payment due 10/01/18: unpaid balance of \$869.17
- Payment due 11/01/18: current payment due
- **Total: \$56,566.74 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed

**Payment Amount; Payment Date 11/01/2018; Payment Amount \$56,566.74.** On the second page it list, **Transaction Activity (09/20/2018- 10/17/2018)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
10/11/2018	Partial Payment Unapplied	\$0.00	-\$48.40
10/11/2018	Regular Payment- (Due 2/1/2013)	\$0.00	\$708.60
10/11/2018	Escrow Only Payment	\$0.00	\$48.40
10/24/2018	Reversal of Tax Refund Report	\$0.00	-\$361.82
10/24/2018	Tax Refund Report	\$0.00	\$361.82

(Ex. '7', p.78).

82. That on or about November 6, 2018, Mrs. Schulte received a letter from Shellpoint. It stated, Your evidence of property insurance documents for the above referenced property was recently received. It was noted that the Name Insured is incorrect on the policy. **Please update the name listed on the policy to read as follows:** Melani Schulte (Ex. '7', p.79).

83. That on or about November 17, 2018, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 12/01/2018; Payment Amount \$56,727.31.** It also list,

**Explanation of Payment Amount;**

Principal \$233.51

Interest \$476.09

Escrow (Taxes and Insurance) \$160.57

**Regular Monthly Payment \$869.17**

Total Fees and Charges \$0.00

Past Unpaid Payment \$55,858.14

**Total Payment Amount \$56,727.31**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$174.52	\$865.37
Interest	\$534.08	\$2,677.63
Escrow	\$0.00	\$1,064.79
Fees/Late Charges	\$0.00	\$26.00
<b>Total</b>	<b>\$708.60</b>	<b>\$4,633.79</b>

**Account Information**

Outstanding Principal	\$128,005.52
Interest Rate	5.000%
Prepayment Penalty	None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 06/01/18: unpaid balance of \$51,512.29
- Payment due 07/01/18: unpaid balance of \$869.17
- Payment due 08/01/18: unpaid balance of \$869.17
- Payment due 09/01/18: unpaid balance of \$869.17

• Payment due 10/01/18: unpaid balance of \$869.17 •

Payment due 11/01/18: unpaid balance of \$869.17 •

Payment due 12/01/18: current payment due •

**Total: \$56,727.31 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 12/01/2018; Payment Amount \$56,727.31.** On the second page it list, **Transaction Activity (10/28/2018- 11/16/2018)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
11/06/2018	Lender Placed Hazard Disbursement	\$1,311.86	\$0.0
11/13/2018	Regular Payment- (Due 3/1/2013)	\$0.00	\$708.60

(Ex. '7', p.80).

84. That on or about November 21, 2018, Mrs. Schulte faxed Shellpoint proof of insurance for the property of 1392 Echo Falls Ave. (Ex. '7', p.83).

85. That on or about December 18, 2018, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 01/01/2019;**

**Payment Amount \$56,900.88.** It also list,

**Explanation of Payment Amount;**

Principal \$233.48

Interest \$475.12

Escrow (Taxes and Insurance) \$160.57

**Regular Monthly Payment \$869.17**

Total Fees and Charges \$13.00

Past Unpaid Payment \$56,018.71

**Total Payment Amount \$56,900.88**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$175.24	\$1,040.61
Interest	\$533.36	\$3,210.99
Escrow	\$0.00	\$1,064.79
Fees/Late Charges	\$0.00	\$26.00
<b>Total</b>	<b>\$708.60</b>	<b>\$5,342.39</b>

#### **Account Information**

Outstanding Principal	\$127,830.28
Interest Rate	5.000%
Prepayment Penalty	None

#### **Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

#### **Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

#### **\*\*Account History\*\***

##### **Recent Account History**

- Payment due 07/01/18: unpaid balance of \$51,685.86
- Payment due 08/01/18: unpaid balance of \$869.17
- Payment due 09/01/18: unpaid balance of \$869.17
- Payment due 10/01/18: unpaid balance of \$869.17
- Payment due 11/01/18: unpaid balance of \$869.17

- Payment due 12/01/18: unpaid balance of \$869.17
- Payment due 01/01/19: current payment due
- **Total: \$56,900.88 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 01/01/2019; Payment Amount \$56,900.88.** On the second page it list, **Transaction Activity (11/17/2018- 12/17/2018)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
11/26/2018	Property Inspection Disbursement	\$13.00	\$0.0
12/10/2018	Regular Payment- (Due 4/1/2013)	\$0.00	\$708.60

(Ex. '7', p.88).

86. That on or about January 8, 2019, Mrs. Schulte received a letter from Shellpoint. It stated, We recently changed the billing frequency of your lender placed policy's premium from monthly to annually. If you have your own coverage, please have your insurance agent forward a copy of the policy to our office as soon as possible (Ex. '8', p.2).

87. That on or about January 14, 2019, Mrs. Schulte faxed Shellpoint a letter regarding the renewed insurance for the property of 1392 Echo Falls Ave. (Ex. '8', p.3).

88. That on or about January 17, 2019, Mrs. Schulte received a letter from Shellpoint. It stated, Thank you for submitting an acceptable policy fo the referenced property. The policy you have submitted will replace the previous insurance information we have on record (Ex. '8', p.5).

89. That on or about January 18, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 02/01/2019; Payment Amount \$57,642.40.** It also list,



**Explanation of Payment Amount;**

Principal \$234.45

Interest \$474.15

Escrow (Taxes and Insurance) \$160.57

**Regular Monthly Payment \$869.17**

Total Fees and Charges \$580.95

Past Unpaid Payment \$56,192.28

**Total Payment Amount \$57,642.40****Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$175.97	\$175.97
Interest	\$532.63	\$532.63
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$0.00
<b>Total</b>	<b>\$708.60</b>	<b>\$708.60</b>

**Account Information**

Outstanding Principal \$127,654.31

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account

according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 08/01/18: unpaid balance of \$52,427.38
- Payment due 09/01/18: unpaid balance of \$869.17
- Payment due 10/01/18: unpaid balance of \$869.17
- Payment due 11/01/18: unpaid balance of \$869.17
- Payment due 12/01/18: unpaid balance of \$869.17
- Payment due 01/01/19: unpaid balance of \$869.17
- Payment due 02/01/19: current payment due
- **Total: \$57,642.40 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 02/01/2019; Payment Amount \$57,642.40.** On the second page it list, **Transaction Activity (12/18/2018- 01/17/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
12/21/2018	FC Costs Disbursement	\$533.75	\$0.0
12/21/2018	Certified Mail Costs Disbursement	\$7.20	\$0.00
12/21/2018	Recording Costs Disbursement	\$40.00	\$0.00
12/21/2018	Regular Payment- (Due 5/1/2013)	\$0.00	\$708.60

(Ex. '8', p.6).

90. That on or about February 16, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 03/01/2019; Payment Amount \$57,781.22** It also list, **Explanation of Payment Amount;**

Principal \$235.43

Interest \$473.17

Escrow (Taxes and Insurance) \$125.82

**Regular Monthly Payment \$834.42**

Total Fees and Charges \$13.00

Past Unpaid Payment \$56,933.80

**Total Payment Amount \$57,781.22**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$176.71	\$352.68
Interest	\$531.89	\$1,064.52
Escrow	\$1,313.36	\$1,313.36
Fees/Late Charges	\$0.00	\$0.00
<b>Total</b>	<b>\$2,021.96</b>	<b>\$2,730.56</b>

**Account Information**

Outstanding Principal \$127,477.60

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment,

the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 09/01/18: unpaid balance of \$52,600.95
- Payment due 10/01/18: unpaid balance of \$869.17
- Payment due 11/01/18: unpaid balance of \$869.17
- Payment due 12/01/18: unpaid balance of \$869.17
- Payment due 01/01/19: unpaid balance of \$869.17
- Payment due 02/01/19: unpaid balance of \$869.17
- Payment due 03/01/19: current payment due
- **Total: \$57,781.22 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 03/01/2019; Payment Amount \$57,781.22.** On the second page it list, **Transaction Activity (01/18/2019- 02/15/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
01/18/2019	Insurance-Refund	\$0.00	\$1,313.36
1/21/2019	Property Inspection Disbursement	\$13.00	\$0.00
02/07/2019	Regular Payment- (Due 6/1/2013)	\$0.00	\$708.60

(Ex. '8', p.9).

91. That on or about March 18, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 04/01/2019; Payment Amount \$58,615.64** It also list,

**Explanation of Payment Amount;**

Principal \$236.41

Interest \$472.19

Escrow (Taxes and Insurance) \$125.82

**Regular Monthly Payment \$834.42**

Total Fees and Charges \$155.00

Past Unpaid Payment \$57,626.22

**Total Payment Amount \$58,615.64**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$352.68
Interest	\$0.00	\$1,064.52
Escrow	\$0.00	\$1,313.36
Fees/Late Charges	\$155.00	\$155.00
<b>Total</b>	<b>\$155.00</b>	<b>\$2,885.56</b>

**Account Information**

Outstanding Principal \$127,477.60

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 10/01/18: unpaid balance of \$53,470.12
- Payment due 11/01/18: unpaid balance of \$869.17
- Payment due 12/01/18: unpaid balance of \$869.17
- Payment due 01/01/19: unpaid balance of \$869.17
- Payment due 02/01/19: unpaid balance of \$869.17
- Payment due 03/01/19: unpaid balance of \$834.42
- Payment due 04/01/19: current payment due
- **Total: \$58,615.64 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 04/01/2019; Payment Amount \$58,615.64.** On the second page it list, **Transaction Activity (02/16/2019- 03/17/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
02/27/2019	BPO/Aprsl Cost Disbursement	\$155.00	\$0.00
02/27/2019	BPO/Aprsl Cost Payment	\$0.00	\$155.00

(Ex. '8', p.12).

92. That on or about April 17, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 05/01/2019; Payment Amount \$58,395.86.** It also list,

**Explanation of Payment Amount;**

Principal \$237.39

Interest \$471.21

Escrow (Taxes and Insurance) \$125.82

**Regular Monthly Payment \$834.42**

Total Fees and Charges \$363.00

Past Unpaid Payment \$57,198.44

**Total Payment Amount \$58,395.86**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$355.62	\$708.30
Interest	\$1,061.58	\$2,126.10
Escrow	\$0.00	\$1,313.36
Fees/Late Charges	\$0.00	\$155.00
<b>Total</b>	<b>\$1,417.20</b>	<b>\$4,302.76</b>

**Account Information**

Outstanding Principal \$127,121.98

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 11/01/18: unpaid balance of \$53,285.09
- Payment due 12/01/18: unpaid balance of \$869.17

- Payment due 01/01/19: unpaid balance of \$869.17
- Payment due 02/01/19: unpaid balance of \$869.17
- Payment due 03/01/19: unpaid balance of \$834.42
- Payment due 04/01/19: unpaid balance of \$834.42
- Payment due 05/01/19: current payment due
- **Total: \$58,395.86 unpaid amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 05/01/2019; Payment Amount \$58,395.86.** On the second page it list, **Transaction Activity (03/18/2019- 04/16/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
03/18/2019	Regular Payment-(Due 7/1/2013)	\$0.00	\$708.60
03/20/2019	Property Inspection Disbursement	\$13.00	\$0.00
04/05/2019	Attorney Cost Disbursement	\$350.00	\$0.00
04/29/2019	Regular Payment-(Due 8/1/2013)	\$0.00	\$708.60

(Ex. '8', p.13).

93. That on or about May 18, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 06/01/2019; Payment Amount \$58,521.68.** It also list,

**Explanation of Payment Amount:**

Principal \$238.38

Interest \$470.22

Escrow (Taxes and Insurance) \$125.82

**Regular Monthly Payment \$834.42**

Total Fees and Charges \$0.00

Past Unpaid Payment \$57,687.26



**Total Payment Amount \$58,521.68**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$178.93	\$887.23
Interest	\$529.67	\$2,655.77
Escrow	\$0.00	\$1,313.36
Fees/Late Charges	\$0.00	\$155.00
<b>Total</b>	<b>\$708.60</b>	<b>\$5,011.36</b>

**Account Information**

Outstanding Principal	\$126,943.05
Interest Rate	5.000%
Prepayment Penalty	None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 12/01/18: unpaid balance of \$53,445.66
- Payment due 01/01/19: unpaid balance of \$869.17
- Payment due 02/01/19: unpaid balance of \$869.17

- Payment due 03/01/19: unpaid balance of \$834.42
- Payment due 04/01/19: unpaid balance of \$834.42
- Payment due 05/01/19: unpaid balance of \$834.42
- Payment due 06/01/19: current payment due
- **Total: \$58,521.68 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 06/01/2019; Payment Amount \$58,521.68.** On the second page it list, **Transaction Activity (04/17/2019-05/17/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
05/07/2019	Regular Payment-(Due 9/1/2013)	\$0.00	\$708.60

(Ex. '8', p.16).

94. That on or about June 17, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 07/01/2019; Payment Amount \$58,647.50.** It also list,

**Explanation of Payment Amount:**

Principal \$239.37

Interest \$469.23

Escrow (Taxes and Insurance) \$125.82

**Regular Monthly Payment \$834.42**

Total Fees and Charges \$125.00

Past Unpaid Payment \$57,688.08

**Total Payment Amount \$58,647.50**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$179.67	\$1,066.90

Interest	\$528.93	\$3,184.70
Escrow	\$0.00	\$1,313.36
Fees/Late Charges	\$125.00	\$280.00
<b>Total</b>	<b>\$833.60</b>	<b>\$5,844.96</b>

#### **Account Information**

Outstanding Principal	\$126,763.38
Interest Rate	5.000%
Prepayment Penalty	None

#### **Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

#### **Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

#### **\*\*Account History\*\***

##### **Recent Account History**

- Payment due 01/01/19: unpaid balance of \$53,606.23
- Payment due 02/01/19: unpaid balance of \$869.17
- Payment due 03/01/19: unpaid balance of \$834.42
- Payment due 04/01/19: unpaid balance of \$834.42
- Payment due 05/01/19: unpaid balance of \$834.42
- Payment due 06/01/19: unpaid balance of \$834.42
- Payment due 07/01/19: current payment due

• **Total: \$58,647.50** amount that, if paid, would bring your loan **current**. At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 07/01/2019; Payment Amount \$58,647.50**. On the second page it list, **Transaction Activity (05/18/2019-06/16/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
05/27/2019	BPO/Aprst Cost Disbursement	\$125.00	\$0.00
05/28/2019	BPO/Aprst Cost Payment	\$0.00	\$125.00
06/07/2019	Regular Payment-(Due 10/1/2013)	\$0.00	\$708.60

(Ex. '8', p.17).

95. That on or about July 26, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 08/01/2019; Payment Amount \$58,799.32**. It also list,

**Explanation of Payment Amount:**

Principal \$240.37

Interest \$468.23

Escrow (Taxes and Insurance) \$125.82

**Regular Monthly Payment \$834.42**

Total Fees and Charges \$26.00

Past Unpaid Payment \$57,938.90

**Total Payment Amount \$58,799.32**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$180.42	\$1,247.32
Interest	\$528.18	\$3,712.88
Escrow	\$0.00	\$1,313.36

Fees/Late Charges	\$0.00	\$280.00
<b>Total</b>	<b>\$708.60</b>	<b>\$6,553.56</b>

**Account Information**

Outstanding Principal	\$126,582.96
Interest Rate	5.000%
Prepayment Penalty	None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 02/01/19: unpaid balance of \$53,792.80
- Payment due 03/01/19: unpaid balance of \$834.42
- Payment due 04/01/19: unpaid balance of \$834.42
- Payment due 05/01/19: unpaid balance of \$834.42
- Payment due 06/01/19: unpaid balance of \$834.42
- Payment due 07/01/19: unpaid balance of \$834.42
- Payment due 08/01/19: current payment due
- **Total: \$58,799.32 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment**

**Amount; Payment Date 08/01/2019; Payment Amount \$58,799.32.**

On the second page it list, **Transaction Activity (06/17/2019-07/25/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
06/18/2019	Property Inspection Disbursement	\$13.00	\$0.00
07/08/2019	Regular Payment-(Due 11/1/2013)	\$0.00	\$708.60
07/24/2019	Property Inspection Disbursement	\$13.00	\$0.00

(Ex. '8', p.20).

96. That on or about August 18, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 09/01/2019; Payment Amount \$58,938.14.** It also list,

**Explanation of Payment Amount:**

Principal \$241.37

Interest \$467.23

Escrow (Taxes and Insurance) \$125.82

**Regular Monthly Payment \$834.42**

Total Fees and Charges \$13.00

Past Unpaid Payment \$58,090.72

**Total Payment Amount \$58,938.14**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$181.17	\$1,428.49
Interest	\$527.43	\$4,240.31
Escrow	\$0.00	\$1,313.36
Fees/Late Charges	\$0.00	\$280.00
<b>Total</b>	<b>\$708.60</b>	<b>\$7,262.16</b>

**Account Information**

Outstanding Principal	\$126,401.79
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Interest Rate	5.000%
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Prepayment Penalty	None
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**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 03/01/19: unpaid balance of \$53,931.62

- Payment due 04/01/19: unpaid balance of \$834.42

- Payment due 05/01/19: unpaid balance of \$834.42

- Payment due 06/01/19: unpaid balance of \$834.42

- Payment due 07/01/19: unpaid balance of \$834.42

- Payment due 08/01/19: unpaid balance of \$834.42

- Payment due 09/01/19: current payment due

- **Total: \$58,938.14 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 09/01/2019; Payment Amount \$58,938.14.**

On the second page it list, **Transaction Activity (07/26/2019-**

08/17/2019)

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
08/05/2019	County Tax Bill 1	\$396.86	\$0.00
08/09/2019	Regular Payment-(Due 12/1/2013)	\$0.00	\$708.60
08/16/2019	Property Inspection Disbursement	\$13.00	\$0.00

(Ex. '8', p.21).

97. That on or about August 21, 2019, Mrs. Schulte received a letter from Shellpoint. It stated, Our records show that your hazard insurance expired and we do not have evidence that you have obtained new coverage. **Because hazard insurance is required on your property, we plan to buy insurance for your property.** You must pay us for any period which the insurance we buy is in effect but you do not have insurance (Ex. '8', p.24).

98. That on or about September 6, 2019, Mrs. Schulte received a letter from Shellpoint. It stated, The lender-placed insurance we purchased for your property is cancelled effective August 14, 2019 for one of the reasons stated below: Adequate insurance coverage was provided; Your mortgage loan is paid in full.; Servicing of your mortgage was transferred to another lender. (Ex. '8', p.28).

99. That on or about September 17, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 10/01/2019; Payment Amount \$59,063.96.** It also list,

**Explanation of Payment Amount;**

Principal \$242.38

Interest \$466.22

Escrow (Taxes and Insurance) \$125.82

**Regular Monthly Payment \$834.42**



Total Fees and Charges \$0.00

Past Unpaid Payment \$58,229.54

**Total Payment Amount \$59,063.96**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$181.93	\$1,610.42
Interest	\$526.67	\$4,766.98
Escrow	\$0.00	\$1,313.36
Fees/Late Charges	\$0.00	\$280.00
<b>Total</b>	<b>\$708.60</b>	<b>\$7,970.76</b>

**Account Information**

Outstanding Principal \$126,219.86

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 04/01/19: unpaid balance of \$54,057.44

• Payment due 05/01/19: unpaid balance of \$834.42

• Payment due 06/01/19: unpaid balance of \$834.42

• Payment due 07/01/19: unpaid balance of \$834.42

• Payment due 08/01/19: unpaid balance of \$834.42

• Payment due 09/01/19: unpaid balance of \$834.42

• Payment due 10/01/19: current payment due

• **Total: \$59,063.96 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 10/01/2019; Payment Amount \$59,063.96.**

On the second page it list, **Transaction Activity (08/18/2019-09/16/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
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09/10/2019	Regular Payment-(Due 1/1/2014)	\$0.00	\$708.60
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(Ex. '8', p.29).

100. That on or about October 18, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 11/01/2019; Payment Amount \$60,185.31.** It also list,

**Explanation of Payment Amount;**

Principal \$243.39

Interest \$465.21

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$989.50

Past Unpaid Payment \$58,355.36

**Total Payment Amount \$60,185.31**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$182.68	\$1,793.10
Interest	\$525.92	\$5,292.90
Escrow	\$0.00	\$1,313.36
Fees/Late Charges	\$0.00	\$280.00
<b>Total</b>	<b>\$708.60</b>	<b>\$8,679.36</b>

#### **Account Information**

Outstanding Principal	\$125,853.73
Interest Rate	5.000%
Prepayment Penalty	None

#### **Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

#### **Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

#### **\*\*Account History\*\***

##### **Recent Account History**

- Payment due 06/01/19: unpaid balance of \$55,298.58
- Payment due 07/01/19: unpaid balance of \$834.42
- Payment due 08/01/19: unpaid balance of \$834.42
- Payment due 09/01/19: unpaid balance of \$834.42
- Payment due 10/01/19: unpaid balance of \$834.42

- Payment due 11/01/19: unpaid balance of \$840.45
- Payment due 12/01/19: current payment due
- **Total: \$60,317.16 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 12/01/2019; Payment Amount \$60,317.16.** On the second page it list, **Transaction Activity (10/18/2019-11/16/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
09/10/2019	Regular Payment-(Due 3/1/2014)	\$0.00	\$708.60

(Ex. '8', p.31).

101. That on or about November 17, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 12/01/2019; Payment Amount \$60,317.16.** It also list,

**Explanation of Payment Amount:**

Principal \$244.40

Interest \$464.20

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$0.00

Past Unpaid Payment \$59,476.71

**Total Payment Amount \$60,317.16**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$183.45	\$1,976.55
Interest	\$525.15	\$5,818.05
Escrow	\$0.00	\$1,313.36

Fees/Late Charges	\$0.00	\$280.00
<b>Total</b>	<b>\$708.60</b>	<b>\$9,387.96</b>

**Account Information**

Outstanding Principal	\$125,853.73
Interest Rate	5.000%
Prepayment Penalty	None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 06/01/19: unpaid balance of \$55,298.58
- Payment due 07/01/19: unpaid balance of \$834.42
- Payment due 08/01/19: unpaid balance of \$834.42
- Payment due 09/01/19: unpaid balance of \$834.42
- Payment due 10/01/19: unpaid balance of \$834.42
- Payment due 11/01/19: unpaid balance of \$840.45
- Payment due 12/01/19: current payment due
- **Total: \$60,317.16 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment**

**Amount; Payment Date 12/01/2019; Payment Amount \$60,317.16.**

On the second page it list, **Transaction Activity (10/18/2019-11/16/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
09/10/2019	Regular Payment-(Due 3/1/2014)	\$0.00	\$708.60

(Ex. '8', p.33).

102. That on or about December 18, 2019, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 01/01/2020; Payment Amount \$60,462.01.** It also list,

**Explanation of Payment Amount:**

Principal \$245.42

Interest \$463.18

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$13.00

Past Unpaid Payment \$59,608.56

**Total Payment Amount \$60,462.01**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$184.21	\$2,160.76
Interest	\$524.39	\$6,342.44
Escrow	\$0.00	\$1,313.36
Fees/Late Charges	\$0.00	\$280.00
<b>Total</b>	<b>\$708.60</b>	<b>\$10,096.56</b>

**Account Information**

Outstanding Principal \$125,669.52

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 07/01/19: unpaid balance of \$55,437.40
- Payment due 08/01/19: unpaid balance of \$834.42
- Payment due 09/01/19: unpaid balance of \$834.42
- Payment due 10/01/19: unpaid balance of \$834.42
- Payment due 11/01/19: unpaid balance of \$840.45
- Payment due 12/01/19: unpaid balance of \$840.45
- Payment due 01/01/20: current payment due

**• Total: \$60,462.01 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 01/01/2020; Payment Amount \$60,462.01.** On the second page it list, **Transaction Activity (11/17/2019-12/17/2019)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
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11/20/2019 Regular Inspection Disbursement \$13.00 \$0.00  
 12/06/2019 Regular Payment-(Due 4/1/2014) \$0.00 \$708.60  
 (Ex. '8', p.35).

103. That on or about January 18, 2020, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 02/01/2020; Payment Amount \$61,668.86.** It also list,

**Explanation of Payment Amount:**

Principal \$246.44

Interest \$462.16

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$1,075.00

Past Unpaid Payment \$59,753.41

**Total Payment Amount \$61,668.86**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$184.98	\$184.98
Interest	\$523.62	\$523.62
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$0.00
<b>Total</b>	<b>\$708.60</b>	<b>\$708.60</b>

**Account Information**

Outstanding Principal \$125,484.54

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**



**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 08/01/19: unpaid balance of \$56,638.22
  - Payment due 09/01/19: unpaid balance of \$834.42
  - Payment due 10/01/19: unpaid balance of \$834.42
  - Payment due 11/01/19: unpaid balance of \$840.45
  - Payment due 12/01/19: unpaid balance of \$840.45
  - Payment due 01/01/20: unpaid balance of \$840.45
  - Payment due 02/01/20: current payment due
  - **Total: \$61,668.86 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 02/01/2020; Payment Amount \$61,668.86**
- On the second page it list, **Transaction Activity (12/18/2019-01/17/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
01/07/2020	Attorney Cost Disbursement	\$1,075.00	\$0.00
01/07/2020	Regular Payment-(Due 5/1/2014)	\$0.00	\$708.60

(Ex. '9', p.2).

104. That on or about February 16, 2020, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 03/01/2020; Payment Amount \$61,908.71.** It also list,

**Explanation of Payment Amount:**

Principal \$247.47

Interest \$461.13

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$208.00

Past Unpaid Payment \$60,860.26

**Total Payment Amount \$61,908.71**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$185.75	\$370.73
Interest	\$522.85	\$1,046.47
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$100.00	\$100.00
<b>Total</b>	<b>\$808.60</b>	<b>\$1,517.20</b>

**Account Information**

Outstanding Principal \$125,296.79

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 09/01/19: unpaid balance of \$56,872.04
- Payment due 10/01/19: unpaid balance of \$834.42
- Payment due 11/01/19: unpaid balance of \$840.45
- Payment due 12/01/19: unpaid balance of \$840.45
- Payment due 01/01/20: unpaid balance of \$840.45
- Payment due 02/01/20: unpaid balance of \$840.45
- Payment due 03/01/20: current payment due
- **Total: \$61,908.71 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 03/01/2020; Payment Amount \$61,908.71** On the second page it list, **Transaction Activity (01/18/2020-02/15/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
01/27/2020	Property Inspection Disbursement	\$13.00	\$0.00
01/28/2020	BPO/Aprsl Cost Disbursement	\$95.00	\$0.00
02/03/2020	BPO/Aprsl Cost Disbursement	\$100.00	\$0.00
02/03/2020	BPO/Aprsl Cost Payment	\$0.00	\$100.00
02/10/2020	Regular Payment-(Due 6/1/2014)	\$0.00	\$708.60

(Ex. '9', p.5).

105. That on or about March 18, 2020, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 04/01/2020; Payment Amount \$62,053.56** It also list,

**Explanation of Payment Amount:**

Principal \$248.50

Interest \$460.10

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$13.00

Past Unpaid Payment \$61,200.11

**Total Payment Amount \$62,053.56**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$186.52	\$557.25
Interest	\$522.08	\$1,568.55
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$0.00
<b>Total</b>	<b>\$708.60</b>	<b>\$2,225.80</b>

**Account Information**

Outstanding Principal \$125,112.27

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\*****Recent Account History**

- Payment due 10/01/19: unpaid balance of \$57,010.86
  - Payment due 11/01/19: unpaid balance of \$840.45
  - Payment due 12/01/19: unpaid balance of \$840.45
  - Payment due 01/01/20: unpaid balance of \$840.45
  - Payment due 02/01/20: unpaid balance of \$840.45
  - Payment due 03/01/20: unpaid balance of \$840.45
  - Payment due 04/01/20: current payment due
  - **Total: \$62,053.56 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 04/01/2020; Payment Amount \$62,053.56**
- On the second page it list, **Transaction Activity (02/16/2020-03/17/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
02/20/2020	Property Inspection Disbursement	\$13.00	\$0.00
03/09/2020	Partial Payment Unapplied	\$0.00	\$708.60
03/09/2020	Partial Payment Unapplied	\$0.00	-\$708.60
03/09/2020	Regular Payment-(Due 7/1/2014)	\$0.00	\$708.60

(Ex. '9', p.6).

106. That on or about April 17, 2020, Mrs. Schulte received a mortgage statement

from Shellpoint. It listed, **Payment Date 05/01/2020; Payment Amount \$62,185.41.** It also list,

**Explanation of Payment Amount:**

Principal \$249.54

Interest \$459.06

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$0.00

Past Unpaid Payment \$61,344.96

**Total Payment Amount \$62,185.41**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$187.30	\$744.55
Interest	\$521.30	\$2,089.85
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$100.00
<b>Total</b>	<b>\$708.60</b>	<b>\$2,934.40</b>

**Account Information**

Outstanding Principal \$124,924.97

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 11/01/19: unpaid balance of \$57,142.71
- Payment due 12/01/19: unpaid balance of \$840.45
- Payment due 01/01/20: unpaid balance of \$840.45
- Payment due 02/01/20: unpaid balance of \$840.45
- Payment due 03/01/20: unpaid balance of \$840.45
- Payment due 04/01/20: unpaid balance of \$840.45
- Payment due 05/01/20: current payment due
- **Total: \$62,185.41 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 05/01/2020; Payment Amount \$62,185.41** On the second page it list, **Transaction Activity (03/18/2020-04/16/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
04/16/2020	Partial Payment Unapplied	\$0.00	\$708.60
04/16/2020	Partial Payment Unapplied	\$0.00	-\$708.60
04/16/2020	Regular Payment-(Due 8/1/2014)	\$0.00	\$708.60

(Ex. '9', p.7).

107. That on or about May 18, 2020, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 06/01/2020; Payment Amount \$64,084.76.** It also list,

**Explanation of Payment Amount:**

Principal \$250.58

Interest \$458.02

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$1,767.50

Past Unpaid Payment \$61,476.81

**Total Payment Amount \$64,084.76****Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$188.08	\$932.63
Interest	\$520.52	\$2,610.37
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$100.00
<b>Total</b>	<b>\$708.60</b>	<b>\$3,643.00</b>

**Account Information**

Outstanding Principal \$124,736.89

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account



according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 12/01/19: unpaid balance of \$59,042.06

- Payment due 01/01/19: unpaid balance of \$840.45

- Payment due 02/01/20: unpaid balance of \$840.45

- Payment due 03/01/20: unpaid balance of \$840.45

- Payment due 04/01/20: unpaid balance of \$840.45

- Payment due 05/01/20: unpaid balance of \$840.45

- Payment due 06/01/20: current payment due

• **Total: \$64,084.76 amount that, if paid, would bring your loan current.** At the bottom on the Detach portion of the page it listed **Payment Amount; Payment Date 06/01/2020; Payment Amount \$64,084.76.** On the second page it list, **Transaction Activity (04/17/2020- 05/17/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
04/17/2020	Property Inspection Disbursement	\$13.00	\$0.00
04/16/2020	BK Costs Disbursement	\$1,741.50	\$0.00
04/16/2020	Regular Payment-(Due 9/1/2014)	\$0.00	\$708.60
05/14/2020	Property Inspection Disbursement	\$13.00	\$0.00

(Ex. '9', p.11).

108. That on or about June 18, 2020, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 07/01/2020; Payment Amount \$64,229.61.** It also list,

**Explanation of Payment Amount;**

Principal \$251.62

Interest \$456.98

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$108.00

Past Unpaid Payment \$63,281.16

**Total Payment Amount \$64,229.61**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$188.86	\$1,121.49
Interest	\$519.74	\$3,130.11
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$95.00	\$195.00
<b>Total</b>	<b>\$803.60</b>	<b>\$4,446.60</b>

**Account Information**

Outstanding Principal \$124,548.03

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment,

the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 01/01/20: unpaid balance of \$59,186.91
- Payment due 02/01/20: unpaid balance of \$840.45
- Payment due 03/01/20: unpaid balance of \$840.45
- Payment due 04/01/20: unpaid balance of \$840.45
- Payment due 05/01/20: unpaid balance of \$840.45
- Payment due 06/01/20: unpaid balance of \$840.45
- Payment due 07/01/20: current payment due
- **Total: \$64,229.61 amount that, if paid, would bring your loan current.** On the second page it list, **Transaction Activity (05/18/2020-06/17/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
05/19/2020	BPO/Aprsl Cost Disbursement	\$95.00	\$0.00
05/19/2020	BPO/Aprsl Costs Payment	\$0.00	\$95.00
06/10/2020	Property Inspection Disbursement	\$13.00	\$0.00
06/10/2020	Partial Payment Unapplied	\$0.00	\$708.60
06/10/2020	Partial Payment Unapplied	\$0.00	-\$708.60
06/10/2020	Partial Payment Unapplied	\$0.00	\$708.60
06/11/2020	Partial Payment Unapplied	\$0.00	-\$708.60
06/11/2020	Regular Payment-(Due 10/1/2014)	\$0.00	\$708.60

(Ex. '9', p.13).

109. That on or about July 18, 2020, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 08/01/2020; Payment Amount \$67,706.96.** It also list,

**Explanation of Payment Amount:**

Principal \$252.67

Interest \$455.93

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$3,345.50

Past Unpaid Payment \$63,521.01

**Total Payment Amount \$67,706.96****Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$189.65	\$1,311.14
Interest	\$518.95	\$3,649.06
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$195.00
<b>Total</b>	<b>\$708.60</b>	<b>\$5,155.20</b>

**Account Information**

Outstanding Principal \$124,358.38

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account

according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 02/01/20: unpaid balance of \$62,664.26
- Payment due 03/01/20: unpaid balance of \$840.45
- Payment due 04/01/20: unpaid balance of \$840.45
- Payment due 05/01/20: unpaid balance of \$840.45
- Payment due 06/01/20: unpaid balance of \$840.45
- Payment due 07/01/20: unpaid balance of \$840.45
- Payment due 08/01/20: current payment due
- **Total: \$67,706.96 amount that, if paid, would bring your loan current.** On the second page it list, **Transaction Activity (06/18/2020-07/17/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
07/07/2020	BK Cost Disbursement	\$3,268.00	\$0.00
07/13/2020	Property Inspection Disbursement	\$13.00	\$0.00
07/13/2020	Partial Payment Unapplied	\$0.00	\$708.60
07/13/2020	Partial Payment Unapplied	\$0.00	\$708.60
07/13/2020	Regular Payment-(Due 10/1/2014)	\$0.00	\$708.60
07/15/2020	BK Cost Disbursement	\$64.50	\$0.00

(Ex. '9', p.15).

110. That on or about August 4, 2020, Mrs. Schulte received a letter from Shellpoint. It stated, Your property insurance policy for the above property was recently received. Upon review, it was noted there is a discrepancy in the property description on the policy. Please update the property listed in the

policy to read as follows: **1392 ECHO FALLAVE LAS VEGAS, NV 89123**  
(Ex. '9', p.17).

111. That on or about August 18, 2020, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 09/01/2020; Payment Amount \$68,560.41**. It also list,

**Explanation of Payment Amount:**

Principal \$253.72

Interest \$454.88

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$13.00

Past Unpaid Payment \$67,706.96

**Total Payment Amount \$68,560.41**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$0.00	\$1,311.14
Interest	\$0.00	\$3,649.06
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$195.00
<b>Total</b>	<b>\$0.00</b>	<b>\$5,155.20</b>

**Account Information**

Outstanding Principal \$124,358.38

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or**

1           **you discharged personal liability for your mortgage loan in**  
 2           **bankruptcy.**

3           **Important Message**

4           **\*Partial Payments:** Any partial payments that you make are not applied  
 5           to your mortgage, but instead are held in a separate suspense account  
 6           according to applicable state law. If you pay the balance of a partial  
 7           payment, the funds will be applied to your mortgage.

8           **\*\*Account History\*\***

9           **Recent Account History**

- 10           • Payment due 03/01/20: unpaid balance of \$63,517.71
- 11           • Payment due 04/01/20: unpaid balance of \$840.45
- 12           • Payment due 05/01/20: unpaid balance of \$840.45
- 13           • Payment due 05/01/20: unpaid balance of \$840.45
- 14           • Payment due 07/01/20: unpaid balance of \$840.45
- 15           • Payment due 08/01/20: unpaid balance of \$840.45
- 16           • Payment due 09/01/20: current payment due
- 17           • **Total: \$68,560.41 amount that, if paid, would bring your loan**  
 18           **current.** On the second page it list, **Transaction Activity**

19           **(07/18/2020- 08/17/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
08/03/2020	County Tax Bill 1	\$424.00	\$0.00
08/05/2020	Property Inspection Disbursement	\$13.00	\$0.00

23           (Ex. '9', p.20).

- 24           112. That on or about August 26, 2020, Mrs. Schulte faxed Shellpoint proof of  
 25           renewed insurance for the property of 1392 Echo Falls Ave., and asking  
 26           them to remove the unnecessary coverage and remove any charges with  
 27

such coverage from her account (Ex. '9' p.22).

113. That on or about September 18, 2020, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 10/01/2020;**

**Payment Amount \$68,705.26.** It also list,

**Explanation of Payment Amount:**

Principal \$254.78

Interest \$453.82

Escrow (Taxes and Insurance) \$131.85

**Regular Monthly Payment \$840.45**

Total Fees and Charges \$13.00

Past Unpaid Payment \$67,851.81

**Total Payment Amount \$68,705.26**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$190.44	\$1,501.58
Interest	\$518.16	\$4,167.22
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$195.00
<b>Total</b>	<b>\$708.60</b>	<b>\$5,863.80</b>

**Account Information**

Outstanding Principal \$124,167.94

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in**



1 **bankruptcy.**

2 **Important Message**

3 **\*Partial Payments:** Any partial payments that you make are not applied  
4 to your mortgage, but instead are held in a separate suspense account  
5 according to applicable state law. If you pay the balance of a partial  
6 payment, the funds will be applied to your mortgage.

7 **\*\*Account History\*\***

8 **Recent Account History**

- 9 • Payment due 06/01/20: unpaid balance of \$840.45  
10 • Payment due 07/01/20: unpaid balance of \$840.45  
11 • Payment due 08/01/20: unpaid balance of \$840.45  
12 • Payment due 09/01/20: unpaid balance of \$840.45  
13 • Payment due 04/01/20: unpaid balance of \$63,662.56  
14 • Payment due 05/01/20: unpaid balance of \$840.45  
15 • Payment due 10/01/20: current payment due  
16 • **Total: \$68,705.26 amount that, if paid, would bring your loan**  
17 **current.** On the second page it list, **Transaction Activity**

18 **(08/18/2020- 09/17/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
08/18/2020	Regular Payment-(Due 12/1/2014)	\$0.00	\$708.60
09/02/2020	Property Inspection Disbursement	\$13.00	\$0.00

22 (Ex. '9', p.27).

- 23 114. That on or about October 18, 2020, Mrs. Schulte received a mortgage  
24 statement from Shellpoint. It listed, **Payment Date 11/01/2020;**  
25 **Payment Amount \$68,150.39.** It also list,  
26 **Explanation of Payment Amount;**

Principal \$255.84

Interest \$452.76

Escrow (Taxes and Insurance) \$140.73

**Regular Monthly Payment \$849.33**

Total Fees and Charges \$13.00

Past Unpaid Payment \$67,288.06

**Total Payment Amount \$68,105.39**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$383.26	\$1,884.84
Interest	\$1,033.94	\$5,201.16
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$195.00
<b>Total</b>	<b>\$1,417.20</b>	<b>\$7,281.00</b>

**Account Information**

Outstanding Principal \$124,784.68

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial

payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 05/01/20: unpaid balance of \$63,098.81
- Payment due 06/01/20: unpaid balance of \$840.45
- Payment due 07/01/20: unpaid balance of \$840.45
- Payment due 08/01/20: unpaid balance of \$840.45
- Payment due 09/01/20: unpaid balance of \$840.45
- Payment due 10/01/20: unpaid balance of \$840.45
- Payment due 11/01/20: current payment due
- **Total: \$68,150.39 amount that, if paid, would bring your loan current.** On the second page it list, **Transaction Activity**

**(09/18/2020- 10/17/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
09/23/2020	Regular Payment-(Due 1/1/2015)	\$0.00	\$708.60
09/30/2020	Property Inspection Disbursement	\$13.00	\$0.00
10/15/2020	Regular Payment-(Due 2/1/2015)	\$0.00	\$708.60

(Ex. '9', p.29).

115. That on or about November 18, 2020, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 12/01/2020;**

**Payment Amount \$68,304.12.** It also list,

**Explanation of Payment Amount;**

Principal \$256.91

Interest \$451.69

Escrow (Taxes and Insurance) \$140.73

**Regular Monthly Payment \$849.33**

Total Fees and Charges \$13.00

Past Unpaid Payment \$67,441.79

**Total Payment Amount \$68,304.12**

**Past Payment Breakdown**

	Paid Last Month	Paid Year to Date
Principal	\$192.83	\$2,077.67
Interest	\$515.77	\$5,716.93
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$195.00
<b>Total</b>	<b>\$708.60</b>	<b>\$7,989.60</b>

**Account Information**

Outstanding Principal \$123,591.85

Interest Rate 5.000%

Prepayment Penalty None

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

**Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

**\*\*Account History\*\***

**Recent Account History**

- Payment due 09/01/20: unpaid balance of \$840.45

- Payment due 10/01/20: unpaid balance of \$840.45
- Payment due 11/01/20: unpaid balance of \$840.45
- Payment due 06/01/20: unpaid balance of \$63,243.66
- Payment due 07/01/20: unpaid balance of \$840.45
- Payment due 08/01/20: unpaid balance of \$840.45
- Payment due 12/01/20: current payment due
- **Total: \$68,304.12 amount that, if paid, would bring your loan current.** On the second page it list, **Transaction Activity (10/19/2020- 11/17/2020)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
11/04/2020	Property Inspection Disbursement	\$13.00	\$0.00
11/09/2020	Regular Payment-(Due 3/1/2015)	\$0.00	\$708.60

(Ex. '9', p.31).

- 116.** That on or about January 18, 2021, Mrs. Schulte received a mortgage statement from Shellpoint. It listed, **Payment Date 2/01/2021;**  
**Payment Amount \$69,665.08.** It also list,

**Explanation of Payment Amount:**

Principal \$259.05

Interest \$449.55

Escrow (Taxes and Insurance) \$140.73

**Regular Monthly Payment \$849.33**

Total Fees and Charges \$430.00

Past Unpaid Payment \$68,385.75

**Total Payment Amount \$69,665.08**

**Past Payment Breakdown**

Paid Last Month

Paid Year to Date

Principal	\$194.44	\$194.44
Interest	\$514.16	\$514.16
Escrow	\$0.00	\$0.00
Fees/Late Charges	\$0.00	\$0.00
<b>Total</b>	<b>\$708.60</b>	<b>\$708.60</b>

#### **Account Information**

Outstanding Principal	\$123,203.78
Interest Rate	5.000%
Prepayment Penalty	None

#### **Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

#### **Important Message**

**\*Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

#### **\*\*Account History\*\***

##### **Recent Account History**

- Payment due 08/01/20: unpaid balance of \$64,586.86
- Payment due 09/01/20: unpaid balance of \$840.45
- Payment due 10/01/20: unpaid balance of \$840.45
- Payment due 11/01/20: unpaid balance of \$849.33
- Payment due 12/01/20: unpaid balance of \$849.33
- Payment due 01/01/21: unpaid balance of \$849.33

- Payment due 02/01/21: current payment due
- **Total: \$69,665.08 amount that, if paid, would bring your loan current.** On the second page it list, **Transaction Activity (12/18/2020- 01/17/2021)**

<u>Date</u>	<u>Description</u>	<u>Charges</u>	<u>Payments</u>
11/04/2020	BK Costs Disbursement	\$430.00	\$0.00
11/09/2020	Regular Payment-(Due 5/1/2015)	\$0.00	\$708.60

On the last page it also attaches a fee schedule (Ex. '9', p.33).

### III

#### Argument

#### Ocwen and Shellpoint Violated the Automatic Stay

##### 1. Knowledge of the Stay

Section 362(k) provides for an award of actual damages for an individual injured by a willful violation of the automatic stay. A prerequisite to awarding any actual or punitive damages under Section 362(k) is a finding that the creditor's violation of the automatic stay was willful. Proof of specific intent to violate the automatic stay is not required. *In re Dyer*, 322 F.3d 1178, 1191 (9th Cir. 2003). Instead, the moving party need only demonstrate that the creditor knew of the automatic stay, and that the creditor's actions that violated the stay were intentional. See *In re Pace*, 67 F.3d 187, 191 (9th Cir. 1995). A party with knowledge of the bankruptcy proceeding is considered to have knowledge of the automatic stay. See *In re Perl*, 513 B.R. 566, 576 (B.A.P. 9th Cir. 2014), *rev'd on other grounds*, 811 F.3d 1120 (9th Cir. 2016). Here, there is no question that in 2010 Ocwen knew of Schulte's bankruptcy and by September 2015 Shellpoint also knew of Ms. Schulte's bankruptcy.

##### 2. Shellpoint Took Action against Ms. Schulte with the Stay in Effect.

The automatic stay is self-executing, effective upon filing of the bankruptcy petition. *In re Gruntz*, 202 F.3d 1074, 1081 (9<sup>th</sup> Cir. 2000). Even if a creditor received no notice

1 whatsoever, any act done in violation of the stay would be subject to being undone by the  
2 court. *In re Computer Communication*, 824 F.2d 725 (9<sup>th</sup> Cir. 1987). Further, “[w]hen a  
3 creditor receives actual notice of the filing of a case, the burden is on the creditor to ensure  
4 that the automatic stay is not violated.” *Roche v. Pep Boys, Inc.*, 361 BR 615, 623 (Bankr.  
5 N.D. Ga. 2008).

6 Where a creditor is provided actual notice of the bankruptcy any violation of the stay  
7 must be deliberate, *In re Smith*, 296 BR 46, 55 (Bankr. MD. Ala. 2002). Willfulness under  
8 §362(k) requires knowledge that a bankruptcy petition has been filed, whether through  
9 formal notice or otherwise. *In re Lyckberg*, 310 BR 881, 891 (Bankr. N.D. Ill. 1999).  
10 Knowledge of the bankruptcy filing is the legal equivalent of knowledge of the stay, and a  
11 violation is willful when a creditor acts intentionally with knowledge of the bankruptcy. *In*  
12 *re Ozenne*, 337 BR 214, 220 (9<sup>th</sup> Cir. BAP 2006); *In re Welch*, 296 BR 170, 172 (Bankr. C.D.  
13 Ill. 2003). Ignorance of the bankruptcy laws does not excuse anyone involved in a willful  
14 violation of the stay. *In re Sumpter*, 171 BR 835, 843 (Bankr. N.D. Ill. 1994). As to the  
15 Debtors, the inquiry under §362(k) is whether it engaged in any act to collect, assess, or  
16 recover its mortgage claim, at the time it took over the servicing of the loan. Here, both  
17 Ocwen and Shellpoint’s actions violated §362(a)(3), (5) and (a)(6).

18 An act is willful under §362(k) if it is done intentionally and with knowledge of the  
19 bankruptcy filing. *In re Bloom*, 875 F. 2d 224, 227 (9<sup>th</sup> Cir. 1989). Showing that the creditor  
20 knew of the bankruptcy case and that the creditor’s actions were intentional is enough.  
21 *Bloom* at 227. “The absence of willfulness does not relieve [a party violating a court order  
22 or decree] from civil contempt.” *Id.* Thus, because civil contempt is remedial in nature, “it  
23 matters not with what intent the [contemnor does] the prohibited act.” *Perry v. O’Donnell*,  
24 759 F. 2d 702, 705 (9<sup>th</sup> Cir. 1985).

25 “When reasonable actual notice is received, it becomes the creditors responsibility  
26 to ensure the stay is not violated, or if it has been prior to receipt of actual notice, to reverse  
27



1 any action taken.” *In re Flack*, 239 BR 155, 163. “Creditors will not be shielded from liability  
2 by *turning a blind eye* to reasonable, actual notice of filing.” *Id.* at 164. “It is not for  
3 creditors to decide when they will respect the rights of debtors and/or to interpret the  
4 applicability of the stay provisions”. *Id.*

5 “Once a party is put on notice of a bankruptcy filing, he is under a duty to seek  
6 further information which should reveal the applicability and scope of the automatic stay”.  
7 *In re Lile*, 103 BR 830, 837 (Bankr. S. D. Tex. 1989), *aff’d* 161 BR 788 (S.D. Tex 1993), *aff’d*  
8 in part sub nom. *Matter of Lile*, 43 F.3d 668 (5<sup>th</sup> Cir. 1994). Had Ocwen and Shellpoint  
9 taken the time and trouble to correct their statements after stipulating to the monthly  
10 payment and interest they agreed to in Ms. Schulte’s bankruptcy instead of embarking on  
11 what eventually proved to be an incorrect decision, then the element of reckless disregard  
12 may not be present. *In re Aster*, 11 BR 483, 485 (Bankr. D. RI. 1981).

13 When a creditor knows that the automatic stay exists, the creditor bears  
14 responsibility for any violations caused by its intentional actions (or inactions), regardless  
15 of whether the specific intent of the action or actions was to violate the stay. *See, e.g., In*  
16 *re Goodman*, 991 F.2d 613, 618 (9<sup>th</sup> Cir. 1993). An act or omission “does not cease to be a  
17 violation of a law and a decree merely because it may have been done innocently.” *McComb*  
18 *v. Jacksonville Paper Co.*, 336 U.S. 187, 191 (1949).

19 A creditor’s “half-hearted effort to determine if a Debtor had filed, even if sincere .  
20 . . . , did not meet the burden of inquiry. It is the responsibility of parties stayed to ascertain  
21 whether a bankruptcy case has truly been commenced” *Johnson* at 267. Automatic stay  
22 violations, even if innocent can become willful if the creditor fails to remedy the violation  
23 after receiving notice of the stay. *In re Adams*, 94 BR 838 (Bankr. E.D. Pa. 1989). Upon  
24 learning of a bankruptcy filing, a creditor has an affirmative duty to reverse any action and  
25 return the debtor to status quo. *In re Sams*, 106 BR 485 (Bankr. S.D. OH. 1989). Here,  
26 neither Ocwen nor Shellpoint took steps to correct its notice for years.  
27

Both Ocwen and Shellpoint, as a long term mortgage servicers, were equipped with individuals experienced in dealing with legal matters. “[I]t is the responsibility of [the] part[y] stayed to ascertain whether a bankruptcy case has truly been commenced.” *In re Freemyer Indus. Pressure, Inc.*, 281 BR 262, 267 (Bankr. N.D. Tex. 2002). (Notice sent by facsimile and given orally puts a creditor on inquiry notice). Even if, either Ocwen or Shellpoint was uncertain what to do, the court in *Freemyer* stated, it is “especially troubled that [the creditor] apparently did not look up the law. Applicability of the automatic stay is not a difficult concept, nor is the law unclear. A five-minute check of any treatise would have corrected [the creditors] misperception.” *Id* at 268 fn.6.

Finally, “[i]f a creditor is uncertain about the applicability of the automatic stay, the creditor may petition the court for clarification; otherwise, the creditor risks exposure under 11 U.S.C. §362(k)(1) when he undertakes his own determination of the manner in which §362(a) affects his actions.” *In re Galmore*, 390 BR 901, 904 (Bankr. Ind. 2008). Here, both Ocwen and Shellpoint failed to take this or any other route.

### **3. Shellpoint’s Stay Violation Continued Post Discharge by Failing to Take Steps to Stop What it Started.**

A creditor also violates the automatic stay by failing to take affirmative action to halt the effect of its violation. Once a party is put on notice of a bankruptcy filing, he is under a duty to seek further information which should reveal the applicability and scope of the stay. *In re Wagner*, 74 BR 898, 904 (Bankr. E.D.Pa. 1987). A creditor takes the risk of being assessed damages if he fails to obtain clarification from the bankruptcy court. *In re Clark*, 49 BR 704, 707 (Bankr. D. Guam. 1985). Many courts have held, it is incumbent on a creditor to take the necessary steps to halt or reverse any pending collection efforts and thereby, maintain, or restore the status quo as it existed at the time of the filing of the bankruptcy petition. Even “if [the stay] has been violated prior to receipt of actual notice the burden is on the creditor to *reverse* any such action taken in violation of the stay.” *In re Smith*, 180 BR 311, 319 (Bankr. N.D. Ga. 1995).

1 “The responsibility is placed on the creditor because ‘to place the onus on the debtor  
2 . . . to take affirmative steps . . . would subject the debtor to the financial pressures the  
3 automatic stay was designed to temporarily abate, and render the breathing spell from his  
4 creditors illusory’ ”. *Roche* at 621. “Courts find a violation of the stay based on an act of  
5 *omission* when a creditor fails to cure a previous violation of the stay or otherwise restore  
6 the states quo.” *In re Bilfield*, 494 BR 292, 301 (Bankr. N.D. OH. 2013). The *Bilfield* court  
7 rejected the innocence argument of a creditor who hired a process server that served a  
8 subpoena upon the debtor in violation of the stay. The creditor had an affirmative  
9 obligation to instruct its agent to stand down. *Id.* at 305. Here, despite actual knowledge  
10 of the new payment terms, neither Ocwen or Shellpoint took any steps to cease mailing  
11 incorrect collection letters to Ms. Schulte.

12 It would result in a significant waste of judicial resources and “the automatic stay .  
13 . . would be frustrated if the debtor had to involve the court in each situation as here. It  
14 would continuously involve the court in pointless and needless litigation. . . it should not  
15 be the court that should stop the snowball.” *In re Baldwin*, 1996 WL 33401577\*3  
16 (Bankr.C.D. Ill. 1996). “A creditor sets in motion the process. [The] [c]reditor is in the  
17 driver’s seat and very much controls what is done thereafter if it chooses. If the  
18 ‘continuation’ is to be stayed, it cannot chose to do nothing and pass the buck to the  
19 garnishee or the court in which the garnishment is filed to effectuate the stay. Positive  
20 action on the part of the creditor is necessary so that continuation is stayed” *In re Elder*, 12  
21 BR 491, 494-95 (Bankr. M.D. Ga. 1981).

22 A willful violation can be found based on an act of *omission*. *In re Banks*, 253 BR.  
23 25, 31 (Bankr. E.D. Mich. 2000). Courts have been quick to realize that a creditors *inaction*  
24 can often be just as disruptive to the debtor as are affirmative collection efforts. *In re Miller*,  
25 22 BR 479, 481 (Bankr. D. Md. 1982). “In other words, the entire scenario was created,  
26 produced and directed by Creditor,” so it was the party that needed to act. *In re Daniels*, 316  
27

1 BR 342, 348-49 (Bankr. D. ID. 2004). Here, Ocwen and Shellpoint took no action to curtail  
2 their incorrect collection statements.

3 Even, after Ms. Schulte's discharge, Shellpoint's stay violations carried over and  
4 continued, because it never corrected its earlier violations. Debtors may continue to  
5 experience the consequences of a stay violation even *after* the stay has expired. *In re*  
6 *Snowden*, 769 F.3d 651, 659 and 662 (9<sup>th</sup> Cir. 2014), *aff'g* 422 B.R. 737 (Bankr. W.D. Wash.  
7 2010). A creditor's failure, after they became aware of the Debtor's bankruptcy filing and  
8 resulting stay, to take affirmative steps to stop its actions also constitutes a "willful"  
9 violation of the stay under 11 U.S.C. §362(k)(1). *Eskanos & Adler, P.C. v. Leetien*, 309 F.3d  
10 1210, 1212, (9<sup>th</sup> Cir. 2002). For this reason, a stay violation exists until remedied, even after  
11 the underlying bankruptcy case is resolved. Thus, because neither Ocwen nor Shellpoint has  
12 *ever* acknowledged it violated the stay in the first place, it amounted to a continuing  
13 violation.

14 The Ninth Circuit has held that until a stay violation ends, even if it's after discharge,  
15 it is a continuing violation. "Stay violation liability under §362(k)(1) continues until full  
16 restitution is actually made or, if after expiration of the stay, until the court orders full  
17 restitution. See *Snowden*, 769 at 659 and 662; *In re Sundquist*, 566 B.R. 563, 586 (E.D.  
18 Cal. 2017). As Judge Christopher Klein aptly stated:

19 When "a violation of the discharge injunction is merely continuation of  
20 pre-discharge conduct that violated the automatic stay, §362(k)(1)  
21 *continues* to provide stronger more explicit, and more definite  
22 statutory remedies that are more adequate to the task than the least-  
possible-exercise-of-power restriction on civil contempt" citing *In re*  
*Snowden*, 769 F.3d at 659 and 662; *In re Sundquist*, 566 BR at 586.

23 *In re Legrand*, 19-21198 at \*15 (Bankr. E.D.Cal. Feb. 6, 2020)(emphasis added).

24 Judge Klein adds: "It would be an odd system that strips an individual debtor of the  
25 potent §362(k)(1) statutory punitive damages remedy against a creditor violating the  
26 automatic stay in bad faith but then holds that, because the stay violation persisted past  
27 entry of discharge, the §524 discharge injunction insulates that same bad actor with civil

1 contempt's milder least-possible-exercise-of-power approach of civil contempt." *Id.* In fact,  
2 Ms. Schulte has been *required* to pursue litigation and hire an expert to establish that the  
3 violation was willful and to obtain potential damages. *Snowden*, 769 F.3d at 659. Thus,  
4 Shellpoint's stay violation will not end until this Court rules after trial.

## 5 **Ocwen and Shellpoint Violated the Discharge Injunction**

### 6 **1. Ms. Schulte's Discharge**

7 The bankruptcy discharge "operates as an injunction against the commencement or  
8 continuation of an action, . . . or an act, to collect, recover or offset any such debt as a  
9 personal liability of the debtor . . ." 11 USC §524(a)(2). Like the stay, the discharge is  
10 automatic and self-effectuating. *In re Marino*, 577 B.R. 772, 783 (9<sup>th</sup> Cir. BAP 2017). In  
11 fact, creditors must obey it, even if a debtor does not assert it. *In re Pavelich*, 229 BR 777,  
12 781-782 (9thCir. BAP 1999). Here, Ms. Schulte asserted it by contacting Ocwen and  
13 Shellpoint on several occasions post-discharge (Dec. M. Schulte).

### 14 **2. Knowledge of the Discharge**

15 Second, because Shellpoint was on notice of the bankruptcy and stipulated to new  
16 mortgage figures, its collection letters also violated the discharge injunction. "One of the  
17 benefits an individual receives from a discharge is peace of mind the individual needs no  
18 longer be concerned that a discharged debt will be enforced against him or her. When a  
19 creditor disregards the discharge and attempts to collect a debt, it is certainly within the  
20 realm of possibility that the debtor will be harmed emotionally. When such occurs, the  
21 harm may be remedied." *In re Nordlund*, 494 BR 507, 523 (Bankr. E.D. Cal. 2011). A debtor  
22 who asserts that the discharge injunction has been violated must seek relief from the  
23 bankruptcy court by motion, as was done here, rather than through commencement of an  
24 adversary proceeding. See *Barrientos v. Wells Fargo Bank, N.A.*, 633 F.3d 1186, 1190 (9th  
25 Cir. 2011).  
26  
27  
28

1 The Ninth Circuit has held that Section 524(a) may be enforced by the court's  
2 contempt power under section 105(a). See *Walls v. Wells Fargo Bank, N.A.*, 276 F.3d 502,  
3 509 (9<sup>th</sup> Cir. 2002). To be subject to sanctions for violating the discharge injunction, a  
4 party's violation must be "willful." The Ninth Circuit applies a two-part test to determine  
5 whether the willfulness standard has been met: (1) did the alleged offending party know  
6 that the discharge injunction applied; (2) and did such party intend the actions that violated  
7 the discharge injunction? *In re Nash*, 464 B.R. at 880 (citing *Espinosa v. United Student*  
8 *Aid Funds, Inc.*, 553 F.3d 1193, 1205 n.7 (9<sup>th</sup> Cir.2008), *aff'd*, 130 S.Ct. 1367 (2010); *In re*  
9 *Zilog, Inc.*, 450 F.3d 996, 1007 (9th Cir.2006).

10 For the second prong, the bankruptcy court's focus is not on the offending party's  
11 subjective beliefs or intent, but on whether the party's conduct in fact complied with the  
12 order at issue. *In re Bassett*, 255 B.R. 747, 758 (9th Cir.BAP2000), *rev'd on other grounds*,  
13 285 F.3d 882 (9th Cir.2002). In *Taggart v. Lorenzen*, 139 S. Ct. 1795 (2019), the US  
14 Supreme Court issued its ruling overturning the Ninth Circuit's previous standard for  
15 judging violations of a 11 U.S.C. § 524 discharge injunction – a subjective standard which  
16 focused on the subjective thought process of the creditor. *In re Taggart*, 888 F.3d 438, 441  
17 (9th Cir. 2018). In its place, the Court adopted the reasoning of an old case, *California*  
18 *Artificial Stone Paving Co. v. Molitor*, 113 U.S. 609, 618, 5 S.Ct. 618, 28 L.Ed. 1106 (1885),  
19 to find that "a court may hold a creditor in civil contempt for violating a discharge order if  
20 there is *no fair ground of doubt* as to whether the order barred the creditor's conduct. In  
21 other words, civil contempt may be appropriate if there is no objectively reasonable basis  
22 for concluding that the creditor's conduct might be lawful." *Taggart*, 139 S. Ct. at 1799  
23 (2019) (emphasis in original).

24 The "fair ground of doubt" standard, therefore, would seem to be an application of  
25 the "reasonable person" principle, wherein an action is judged to be lawful only if a  
26 reasonable person would perform it. "[A] party's record of continuing and persistent  
27

1 violations and persistent contumacy justified placing the burden of any uncertainty in the  
2 decree on the shoulders of the party who violated the court order.” *Taggart v. Lorenzen*,  
3 139 S. Ct. at 1802. By this standard, neither Ocwen nor Shellpoint had an objectively  
4 reasonable basis for believing that its collection actions in the form of collection statements  
5 were lawful, especially after Ms. Schulte notified them of the bankruptcy. Therefore, they  
6 are subject to sanctions.

7 “Under the fair ground of doubt standard, civil contempt may be appropriate when  
8 the creditor violates a discharge order based on an objectively unreasonable understanding  
9 of the discharge order *or the statutes that govern its scope*.” *Taggart*, 139 S. Ct. at 1796  
10 (emphasis added). In general, the law presumes that all parties are aware of the obligations  
11 the law imposes on them. *Bibeau v. Pac. Nw. Research Found. Inc.*, 188 F.3d 1105, 1110  
12 (9th Cir. 1999), *opinion amended on denial of reh’g*, 208 F.3d 831 (9th Cir. 2000). In  
13 particular, “[b]usinesses are deemed knowledgeable of the laws affecting their enterprise.”  
14 *Franken Invs., Inc. v. City of Flint*, 218 F. Supp. 2d 876, 886 (E.D. Mich. 2002) (citing  
15 *Federal Crop Ins. Corp. v. Merrill*, 332 U.S. 380, 384 (1947)). Both Ocwen and Shellpoint  
16 are in the business of collecting money from debtors. It is an institutional servicer that  
17 regularly files claims in bankruptcy. Thus, it must be presumed to be familiar with, and  
18 understand, the federal laws regarding debt and bankruptcy.

19 The moving party must prove by clear and convincing evidence that the offending  
20 party violated the order. *In re Zilog, Inc.*, 450 F.3d at 1007; *In re Dyer*, 322 F.3d 1178, 1191  
21 (9th Cir.2003). The moving party also has this same burden to prove that sanctions are  
22 justified. *Espinosa*, 553 F.3d at 1205 n.7. The burden then shifts to the offending party to  
23 demonstrate why it was unable to comply. *In re Bennett*, 298 F.3d at 1069. If a bankruptcy  
24 court finds that a party has willfully violated the discharge injunction, it may award actual  
25 damages, punitive damages and attorney’s fees to the debtor. *In re Nash*, 464 B.R. at 880  
26 (citing *Espinosa*, 553 F.3d at 1205 n.7 (citing 2 Collier Bankruptcy Manual ¶524.02[2][c]  
27



(3d rev. ed.)). The bankruptcy court has broad discretion in fashioning a remedy for violation of the discharge injunction. *In re Bassett*, 255 B.R. at 758. *In re Wallace*, 2012 WL 2401871 at \*5 (B.A.P. 9th Cir. June 26, 2012).

The discharge prohibits not just litigation, but also informal collection activities, such as dunning notices and calls. *Marino* 577 BR at 783. Actual or constructive notice of the discharged debt will suffice to find a party in violation of the discharge injunction. *In re Nassoko*, 405 B.R. 515, 522 (Bankr. S.D. N.Y. 2009). Here, both Ocwen and Shellpoint were on actual and constructive notice of Ms. Schulte's discharge.

### **3. Shellpoint's Billing Statements Violated the Discharge Injunction When Requesting an Improper Amount of Payment and Interest.**

Not surprisingly, case law also favors Ms. Schulte. "The discharge injunction survives the bankruptcy case and applies permanently with respect to every debt that is discharged." *In re Garske*, 287 BR 537,542 (9<sup>th</sup> Cir. BAP 2002). So, demand for payment of discharged debts is prohibited. *In re Brown*, 481 BR 351, 358, n. 10 (Bankr. W.D. Pa. 2012). Therefore, "[s]ending of collection letters by a mortgagee or servicer after receiving notice of a debtor's discharge is a clear violation of the discharge injunction" *In re Sharak*, 571 B.R. 13, 20 (Bankr. N.D. New York 2017), citing *In re Doger-Marinesco*, 2016 Bankr. LEXIS 4111, at \*26 (Bankr. S.D. N.Y. Dec. 1, 2016). See also *In re Nassoko*, 405 BR 515 (S.D. NY. 2009).

The automatic stay contained in 11 U.S.C. §362 and the discharge injunction contained in 11 U.S.C. §524 operate as orders of the court. *Matthews* at 598. A bankruptcy court may therefore use its inherent civil contempt authority to issue sanctions against creditors violating the automatic stay and discharge injunction, which sanctions may include compensatory damages. See, e.g., *In re Wallace*, 2011 WL 1335822 at \*5 (Bankr. M.D. Fla. April 5, 2011) (stating that "[i]t is well settled that this Court has the inherent power to award compensatory damages for willful violations of the automatic stay as this



1 falls within the ambit of the bankruptcy court's civil contempt power."); *In re Hardy*, 97  
2 F.3d 1384, 1389 (11<sup>th</sup> Cir. 1996) (noting that "the modern trend is for courts to award actual  
3 damages for violation of §524 based on the inherent contempt power of the court.").

4 One court noted, that "the billing statements that Respondent sends to discharged  
5 debtors . . . are the same statements that Respondent sends to non-bankruptcy customers  
6 to collect personal debts." *In re Biery* 543 B.R. 267, 288 (Bankr. E.D. Kent. 2015). Thus,  
7 these types of "Billing statements *per se* violate the discharge [injunction]." *Id.* And  
8 critically, whether someone is in bankruptcy or not, Ocwen and Shellpoint's correspondence  
9 never changed.

10 A "lien holder may communicate with a discharged debtor *only* to the extent  
11 necessary to preserve or enforce its lien rights, and may not attempt to induce the debtor  
12 to pay the debt." *Marino* 577 BR at 784. (Emphasis added). However, a "creditor may not  
13 use a contact to 'coerce' or 'harass' the debtor." *In re Nash*, 464 BR 874, 881 (9th Cir. BAP  
14 2012). But here, that's exactly what Shellpoint's account statements do. Under an objective  
15 standard, an action is considered coercive when it is "tantamount to a threat," *In re Jamo*  
16 283 F.3d 392, 401 (1<sup>st</sup> Cir. 2002)), or "places a debtor 'between a rock and a hard place.'" *Id.*  
17 Despite dozens of Ocwen and Shellpoint's collection letters being incorrect, they  
18 threatened to foreclose.

19 Thus, Shellpoint's actions should not be viewed in isolation, but should be  
20 considered under the totality of circumstances to determine whether they evidence a  
21 pattern of coercive behavior. *In re Mahoney*, 368 B.R. 579, 584 (Bankr. W.D. Tex. 2007).

22 In this modern age of information technology, both Ocwen and Shellpoint could and  
23 should prepare notices that are consistent with the known legal status of its loan with a  
24 debtor. Their failure to do so reflects either incompetence or a deliberate effort to induce  
25 confused borrowers to pay more on a discharged debt.  
26  
27  
28

## Inherent Contempt Authority

### **1. The Court has inherent contempt authority to sanction violations of the discharge injunction, the confirmed plan and the confirmation order.**

Bankruptcy courts have inherent civil contempt authority independent of any statute or rule. *Jove Eng'g, Inc., v. IRS*, 92 F.3d 1539, 1553 (11<sup>th</sup> Cir. 1996). Pursuant to its inherent civil contempt authority, bankruptcy courts may enforce its own orders, *see id.*; *In re Matthews*, 184 B.R. 594, 598 (Bankr. S.D. Ala. 1995), and issue sanctions for noncompliance, *Bessette v. Avco Fin. Services, Inc.*, 230 F.3d 439, 445 (1<sup>st</sup> Cir. 2000). See also *In re Rainbow Magazine, Inc.*, 77 F.3d 278, 284 (9<sup>th</sup> Cir. 1996) (noting that “[t]here can be little doubt that bankruptcy courts have the inherent power to sanction vexatious conduct presented before the court” as recognized by the statutory grant of power to the bankruptcy courts under 11 U.S.C. §105(a)).

Despite knowledge of Ms. Schulte’s bankruptcy and discharge, Shellpoint has not ceased collection of an incorrect amount of its debt against her personally, thereby continuing to violate the Court’s order and plan confirmation. These letters and correspondence are of little understanding to the average debtor, especially when confronted with the mounds of paperwork and contradictory legal jargon that Ms. Schulte has received since her discharge. Thus, Ocwen and Shellpoint should be sanctioned under the court’s inherent authority or, as shown below, under 11 U.S.C. §105.

### **2. The Court has Contempt Authority under Section 105 to Sanction Violations of a Court’s Order and the Plan Confirmation.**

In addition to its inherent civil contempt powers, bankruptcy courts have statutory civil contempt authority under 11 U.S.C. §105(a) to enforce the discharge provisions of the Bankruptcy Code and its own orders. *See Bessette*, 230 F.3d at 445; *see also In re Fatsis*, 405 B.R. 1, 7 (B.A.P. 1<sup>st</sup> Cir. 2009). Section 105(a) provides for the issuance of “any order, process, or judgment that is necessary or appropriate to carry out the provisions of this

1 title.” (Emphasis added).

2 “The standard for finding a party in civil contempt is well settled: The moving party  
3 has the burden of showing by clear and convincing evidence that the contemnors violated  
4 a specific and definite order of the court. The burden then shifts to the contemnors to  
5 demonstrate why they were unable to comply.” *F.T.C. v. Affordable Media*, 179 F.3d 1228,  
6 1239 (9<sup>th</sup> Cir. 1999).

7 A party who knowingly violates a court order or a confirmed plan can be held in  
8 contempt under §105(a) of the Bankruptcy Code. *Espinosa v. United Student Aid Funds,*  
9 *Inc.*, 553 F.3d 1193, fn. 7 (9th Cir. 2008). Proof of a knowing violation requires only proof  
10 that the creditor (1) knew the discharge injunction was applicable and (2) intended the  
11 actions which violated the injunction. *Bennett*, 298 F.3d at 1069; (citing *In re Hardy*, 97  
12 F.3d at 1388-89). Therefore, the bankruptcy court clearly has discretion to impose  
13 sanctions under section 105(a). *Bennett* at 1069.

14 The focus “is not on the subjective beliefs or intent of the contemnors in complying  
15 with the order, but whether in fact their conduct complied with the order at issue.” *In re*  
16 *Dyer* 322 F.3d 1178, 1191 (9<sup>th</sup> Cir. 2003), citing *Hardy* at 1390 (regarding stay violation).  
17 “Because civil contempt serves a remedial purpose it matters not with what intent the  
18 defendant did the prohibited act.” *Dyer* at 1191. “[T]he threshold questions regarding the  
19 propriety of an award turns not on a finding of ‘bad faith’ or subjective intent, but rather  
20 on a finding of willfulness’”. *Id* at 1191. To be subject to sanctions for violating the discharge  
21 injunction, a party’s violation must be “willful.” The Ninth Circuit applies a two-part test  
22 to determine whether the willfulness standard has been met: (1) did the alleged offending  
23 party know that the discharge injunction applied; and (2) did such party intend the actions  
24 that violated the discharge injunction? *In re Nash*, 464 B.R. 874, 880 (9<sup>th</sup> Cir. BAP 2012).  
25 Here, the answer to both questions is a resounding yes!

1 Since these letters, billing statements and correspondence seek to collect improper  
 2 amounts from Ms. Schulte personally, both Ocwen and Shellpoint are in contempt and  
 3 should be sanctioned under the Court's inherent authority. 11 U.S.C. §105.

#### 4 IV

#### 5 Damages

#### 6 1. Stay and Discharge Violation

##### 7 (a) Actual Damages

8 Actual damages may include costs, expert witness fees, attorneys' fees and, in  
 9 appropriate circumstances, punitive damages for Shellpoint's stay and discharge violations.  
 10 See 11 U.S.C. §362(k)(1). Actual damages may also include compensation for emotional  
 11 distress. Proof of pecuniary loss is not required for an award of emotional distress damages.  
 12 *In re Dawson*, 390 F.3d 1139, 1149 (9th Cir. 2004). "To recover damages for emotional  
 13 distress under § 362(k), 'an individual must (1) suffer significant harm (2) clearly establish  
 14 the significant harm, and (3) demonstrate a causal connection between that significant  
 15 harm and the violation of the automatic stay (as distinct, for instance, from the anxiety and  
 16 pressures inherent in the bankruptcy process).' . . . Emotional harm may be proved by: (1)  
 17 medical evidence, (2) non-experts, such as family members, friends, or coworkers; or (3)  
 18 'even without corroborative evidence where significant emotion distress is readily apparent.'  
 19 . . . The last category includes cases where the violator's conduct is 'egregious,' or where the  
 20 conduct is not egregious but the circumstances make it obvious that a reasonable person  
 21 would suffer significant emotional harm . . . 'Fleeting or trivial anxiety or distress does not  
 22 suffice . . .'" See *America's Servicing Co. v. Schwartz-Tallard*, 438 B.R. 313, 321-22 (D. Nev.  
 23 2010), citing *In re Dawson*, 390 F.3d at 1149-50.

24 Because actual damages can include emotional distress damages for an automatic  
 25 stay violation, see *Dawson*, 390 F.3d at 1148, courts also have authority to award emotional  
 26 distress damages for a discharge violation. See *In re McLean*, 794 F.3d 1313, 1325 (11<sup>th</sup> Cir.  
 27

2015). Schulte argues, that any reasonable person would suffer emotional distress after a decade of continuous post-petition and post-discharge collection attempts by creditors sending letters that have incorrect billing information.

Both the Supreme Court and Ninth Circuit have made it clear, that emotional distress damages can be awarded to individuals based *solely* on a person's testimony. *Chalmers v. City of Los Angeles* 762 F.2d 753, 761 (9<sup>th</sup> Cir. 1985) (upholding emotional damages solely on testimony); *Johnson v. Hale*, 13 F.3d 1351, 1352 (9<sup>th</sup> Cir. 1994) (noting that emotional distress damages may be awarded based on testimony alone or appropriate inference from circumstances); *Carey v. Piphus*, 435 U.S. 247, 264, n.20 (1978) (emotional distress damages are "essentially subjective" and may be proven by reference to injured party's conduct and observations by others). Here, there was an actual causal connection between Shellpoint's contumacious conduct and Ms. Schulte emotional distress. Finally, the Ninth Circuit has permitted large emotional damages based solely on a person's testimony. *Zhang v. Am Gen. Seafoods*, 339 F.3d 1020, 1040 (9<sup>th</sup> cir. 2003) ("Zhang's testimony alone is enough to substantiate the jury's award of emotional distress damages" - \$360,000 emotional distress and \$2,600,000 punitive damages); *Passantino v. Johnson + Johnson Consumer Prods. Inc.* 212 F.3d 493, 513 (9<sup>th</sup> Cir. 2000) (upheld \$1,000,000 emotional distress damages and \$2,200,000 in economic damages; *McCullough v. Johnson Rodenburg & Lauinger*, 637 F.3d 939, 957 (9<sup>th</sup> Cir. 2011)(upheld \$250,000 emotional distress damages - FDCPA). Thus, this Court should consider large emotional distress damages for Ms. Schulte.

## **(b) Punitive Damages**

### **(1) Stay Violation**

Punitive damages are permissible for stay violation. 11 U.S.C. §362(k). An award of punitive damages requires "some showing of reckless or callous disregard for the law or rights of others." *In re Bloom*, 875 F.2d 224, 228 (9<sup>th</sup> Cir. 1989). "Once a party is put on

notice of a bankruptcy filing, he is under a duty to seek further information which should reveal the applicability and scope of the automatic stay.” *In re Lile*, 103 B.R. 830, 837 (Bankr.S.D. Tex. 1989), *aff’d* 161 B.R. 788 (S.D. Tex. 1993), *aff’d* in part subnom. *Matter of Lile*, 43 F.3d 668 (5<sup>th</sup> Cir. 1994). Where a creditor is provided actual notice of the bankruptcy any violation of the stay *must* be deliberate. *In re Smith*, 296 B.R. 46, 55 (Bankr. MD. Ala. 2002). But, even “[t]he absence of willfulness does not relieve [a party violating a court order or decree] from civil contempt.” *Id.* Because civil contempt is remedial in nature, “it matters not with what intent the [contemnor does] the prohibited act.” *Perry v. O’Donnell*, 759 F.2d 702, 705 (9<sup>th</sup> Cir. 1985). Third, punitive damages can also be warranted, not only when a creditor engages in “egregious conduct”, *In re Repine* 536 F.3d at 521, but also if the conduct is “reckless” or “arrogant,” as in this situation. *In re Lile*, 161 BR 788, 792 (S.D. Tex. 1993). *In re Emberton*, 263 BR 817, 826 (Bankr. W.D. Kent. 2001)(punitive damages three times actual damages). Punitive damages are most appropriate “where there has been an ‘arrogant defiance’ of the Bankruptcy Code.” *In re Curtis*, 322 B.R. 470, 486 (Bankr. D. Mass. 2005). But, since both servicers completely ignored Ms. Schulte on numerous occasions, punitive damages are warranted.

## **(2) Discharge Violation**

A bankruptcy court’s civil contempt authority under Section 105(a) is limited to relatively mild, non-compensatory fines rather than serious punitive sanctions. See *Dyer*, 322 F.3d at 1193. That is, unless this Court believes larger sanctions are needed. Then, it has two choices: first it can issue proposed findings and a recommended judgment on punitive damages to the district court or refer the matter to the district court for criminal contempt proceedings. *Marino* at 789.

A “willful violation” does not require a specific intent to violate the automatic stay. Rather, the statute provides for damages upon a finding that the defendant knew of the automatic stay and that the defendant’s actions which violated the stay were intentional.

1 *In re Pinkstaff*, 974 F.2d 113, 115 (9<sup>th</sup> Cir. 1992). “If the Bankruptcy Court finds that the  
2 creditor [Appellants] willfully violated the injunction, it shall, at the very least, impose  
3 sanctions to the extent necessary to make [Wallace] whole.” *Ibid.*; “Where the discharge  
4 injunction was willfully violated courts award debtor’s actual damages, punitive damages  
5 and attorneys’ fees.” *Ibid.*, citing 2 Collier Bankruptcy Manual (3<sup>rd</sup> Rev. Ed.) ¶524.02 [2][c].

6 “[B]ankruptcy courts across the country have appropriately used their statutory  
7 contempt power to order monetary relief, in the form of actual damages, attorney fees, and  
8 punitive damages when creditors have engaged in conduct that violates § 524.” *Bessette* at  
9 445. See also *In re Harris*, 312 B.R. 591 (N.D. Miss. 2004); *In re Sanchez*, 372 B.R. 289  
10 (Bankr. S.D. Tex. 2007) (Section 105(a) gives the court power to sanction a creditor  
11 charging undisclosed and improper fees); *In re Rizzo Cheverier*, 364 B.R. 532 (Bankr.  
12 S.D.NY 2007).

13 “In a civil contempt proceeding, a monetary sanction, assessed for the purpose of  
14 compensating the complainant for losses sustained by reason of the contemnor’s acts, is  
15 within the universe of permissible sanctions. Thus, make-whole relief is a commonplace  
16 sanction in civil contempt. So too are. . . attorney’s fees and costs.” *Goya Foods, Inc. v.*  
17 *Wallach Mgmt. Co.* 290 F.3d 63, 78 (1<sup>st</sup> Cir. 2002). “[D]amage awards are both necessary  
18 and appropriate in the context of contempt for violation of the discharge injunctions.”  
19 *Gervin* at 858.

20 Creditors have been found to have violated the discharge injunctive for various acts.  
21 See *In re Adrus*, 189 B.R. 413 (N.D. Ill.1995)(calling); *In re Burke* 200 B.R. 282 (Bankr.  
22 S.D. Ga. 1996)(collection letter). As a consequence, debtors have received actual damages,  
23 emotional distress damages and attorney’s fees. See *In re Curtis*, 322 B.R. 470  
24 (Bankr.D.Mass 2005)(debtor awarded \$15,000 emotional distress damages and \$30,000  
25 punitive damages); *In re Atkins*, 279 B.R. 639 (Bankr.N.D.N.Y. 2002)(\$30,000 emotional  
26 distress); *In re Gervin*, 337 B.R. 854, 864 (Bankr.W.D. Tex.2005)(\$25,000 emotional  
27



distress damages); *In re Goodfellow*, 298 B.R. 358 (Bankr. N.D. IA.2003)(debtor awarded \$5,000 actual and \$5,000 punitive damages); *In re Faust*, 270 B.R. 310 (Bankr.N.D.Ga. 1998). *In re McCormak* 203 B.R. 521 (Bankr. D.N.H. 1996) (mortgage bank held liable for \$10,000 in punitive damages).

**(c) Attorney Fees as Actual Damage**

An award of attorneys' fees under Section 362(k) may include the fees incurred in seeking to enforce the automatic stay. *In re Schwartz-Tallard*, 803 F.3d 1095, 1101 (9th Cir. 2015). Attorneys fees are also appropriate for a discharge violation, because it is an appropriate component of a civil contempt award. See *Walls v. Wells Fargo Bank, N.A.*, 276 F.3d 502, 507 (9th Cir. 2002).

**2. Ms. Schulte Should Not be Penalized for Enforcing Her Rights.**

"Without the willingness of aggrieved debtors to prosecute violations of the discharge injunction of section 524(a)(2), such violations would go unchecked by the court. The Code has as one of its underlying purposes providing a fresh start to a discharged debtor." *In re McClure*, 420 B.R. 655, 664 (Bankr. N.D. Tex. 2009), (citing *Marrama v. Citizens Bank*, 549 U.S. 365, 367, 127 S.Ct. 1105, 166 L.Ed.2d 956 (2007) and *Grogan v. Garner*, 498 U.S. 279, 286-87, 111 S.Ct. 654, 112 L.Ed.2d 755 (1991)).

"If violation of the discharge injunction go unpunished, creditors will lack the necessary incentive to avoid violating the law, and an underlying purpose of the Code with be undermined. In order to ensure that debtors are not hesitant to prosecute violations of the discharge injunction, they should be awarded a actual damages to compensate them for the time and effort they expend in the process." *McClure* at 664, "Should creditors feel safe in ignoring the discharge injunction, some debtors, especially if not represented - . . . may be intimidated into paying discharged debts." *Id* at 664. Here, Ms. Schulte should not be discouraged from seeking to enforce her rights.



**3. Various Forms Of Sanctions and Damages Are Available To This Court To Compensate Ms. Schulte And Coerce Shellpoint To Comply With Its Order.**

The civil contempt powers under §105(a) empower this Court to sanction the offending party. Such sanctions “must either be compensatory or designed to coerce compliance.” *Dyer*, 322 F.3d at 1192; *See also: Am. Airlines Inc. v. Allied Pilots Ass’n*, 228 F.3d 574, 585 (5th Cir.2000) (“Judicial sanctions in civil contempt proceedings may, in a proper case, be employed for either or both of two purposes: to coerce the defendant into compliance with the court's order, and to compensate the complaint for losses sustained.”). As explained in *Dyer*, the sanctions associated with civil contempt include, compensatory damages, attorney fees, and the offending creditor's compliance. *Id.* at 1193 (citing *Walls v. Wells Fargo Bank*, 276 F.3d 502, 507 (9th Cir. 2002). *Dyer* also concluded that “relatively mild noncompensatory fines” might be necessary under some circumstances, and within the Court's inherent power, but ultimately rejected any ability for imposition of “serious” punitive sanctions. *Id.* at 1194-95.

The contempt authority conferred on bankruptcy courts is a *civil* contempt authority. As such, it authorizes only *civil* sanctions as available remedies. *In re Dyer*, 322 F.3d 1191. The Ninth Circuit has explained the difference between civil sanctions and criminal sanctions: Civil penalties must either be compensatory or designed to coerce compliance. *F.J. Hanshaw Enters., Inc. v. Emerald River Dev., Inc.*, 244 F.3d 1128, 1137-38 (9th Cir.2001). Compensatory civil sanctions include actual damages such as attorneys fees, costs and emotional distress. *See In re Dawson*, 390 F.3d 1139, 1148 (9th Cir. 2004). Coercive sanctions are used to coerce or compel compliance with court orders and should be awarded to the party, as opposed the court. *See F.J. Hanshaw*, 244 F.3d at 1138; *See also Int’l Union, United Mine Workers of Am. v. Bagwell*, 512 U.S. 821, 827-34 (1994).

**IV**

**Conclusion**

It is clear, that Ocwen and Shellpoint violated the automatic stay and the discharge injunction. This is a case which warrants the imposition of sanctions, damages and an award of attorney's fees.

WHEREFORE, the Debtor respectfully requests an order;

1. That Ocwen and Shellpoint violated the automatic stay under §362, a Court order, the confirmed plan, and the discharge injunction under §524(a)(2);
2. Sanctioning Ocwen and Shellpoint under §362(k)(1) §105(a) or its inherent authority in an amount to be determined at a hearing;
3. Awarding Ms. Schulte emotional distress damages in an amount to be determined at a hearing;
4. Awarding the Debtor attorney fees and costs under §362(k)(1), §105(a) or its inherent authority in an amount to be determined in a hearing;
5. Awarding the Debtor actual damages and costs in an amount to be determined in a hearing;
6. Awarding the Debtor punitive damages;
7. Holding a separate hearing on sanctions, actual damages, emotional distress damages, punitive damages, and attorney fees;
8. Any other relief deemed just and proper;

DATED this 23<sup>rd</sup> day of April, 2021.

RESPECTFULLY SUBMITTED:

/S/CHRISTOPHER P. BURKE, ESQ.  
CHRISTOPHER P. BURKE, ESQ.  
218 S. Maryland Parkway  
Las Vegas, Nevada 89101  
(702) 385-7987